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URBAN/MUNICIPAL

Hamilton. Dept of the City Solicitor

Hamilton Public Library &
Farmer's Market Cost Overruns -
Documentation

Vol 1

RECEIVED

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LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

ITEM 1 of the 28TH REPORT OF THE
PLANNING & DEVELOPMENT COMMITTEE
ADOPTED BY CITY COUNCIL ON JULY 31, 1975

- * 1. That the following recommendations of the Downtown Redevelopment Committee concerning the Library and the new Market be adopted:-

- (a) (i) The Hamilton Public Library and the Farmer's Market be considered one project and that the same architect be engaged for both projects.
- (ii) The Department of Engineering be responsible for the administration of the design and construction of these projects.

*See recommendation (iii) of the Board of Control. The City of Hamilton engage Anthony Butler/Brock Carruthers Shaw, to carry out the design of the Hamilton Public Library and the Farmers' Market at an estimated cost of \$803,000.00 which is in accordance with the Ontario Association of Architects, Schedule of Fees.

* THE BOARD OF CONTROL RECOMMENDS THAT SUBSECTION 3(iii) OF SECTION (a) OF THE TWENTY-EIGHTH REPORT OF THE PLANNING AND DEVELOPMENT COMMITTEE BE DELETED, AND SUBMIT THE FOLLOWING RECOMMENDATION OF THE BOARD OF CONTROL:

THE BOARD OF CONTROL RECOMMENDS THAT ANTHONY BUTLER/BROOK, CARRUTHERS, SHAW, ARCHITECTS, BE RETAINED TO PROVIDE DESIGN SERVICES, PLANS AND SPECIFICATIONS, AN ESTIMATE OF COST FOR THE HAMILTON PUBLIC LIBRARY, INCLUDING SHELVES AND FURNISHINGS, AND THE FARMERS MARKET TO BE LOCATED IN THE LLOYD D. JACKSON SQUARE, (PHASE 7) IN ACCORDANCE WITH THE ONTARIO ASSOCIATION OF ARCHITECTS SCHEDULE OF FEES. THE ESTIMATED FEES PLUS OTHER ASSOCIATED COSTS INCLUDING SOIL TESTS, ETC. ARE \$803,000.00.

THE RETAINING OF THESE ARCHITECTS IS SUBJECT TO THE ARCHITECTS BECOMING ASSOCIATED WITH A LOCAL FIRM OF ARCHITECTS WITH RESPECT TO THE FARMERS MARKET PORTION OF THE PROJECT AT NO INCREASE IN THE FEES TO BE PAID. THE BOARD OF CONTROL WILL ADVISE CITY COUNCIL OF THE NAME OF THE LOCAL FIRM OF ARCHITECTS WHO WILL BE ASSOCIATED WITH THIS PROJECT WHEN SELECTED BY MR. A. BUTLER.

THE AGREEMENT/AGREEMENTS WILL CONTAIN THE SPECIAL CLAUSES INCLUDED IN AGREEMENTS COVERING THE RETAINING OF ARCHITECTS ON CIVIC PROJECTS, INCLUDING THAT CLAUSE WHICH PROVIDES THAT THE FEES WILL BE BASED ON THE LOWER OF THE ARCHITECTS' ESTIMATE AT THE TIME OF TENDER CALL, OR THE ACTUAL COST OF THE WORK.

THAT THE MAYOR AND CITY CLERK BE AUTHORIZED TO EXECUTE THE AGREEMENT/AGREEMENTS WITH THE ARCHITECTS WHICH SHALL BE PREPARED AND/OR APPROVED BY THE CITY SOLICITOR. CARRIED

**

See recommendation (iv) of the Board of Control. The Board of Control be requested to recommend the method of financing.

** THE BOARD OF CONTROL RECOMMENDS THAT THE CITY SOLICITOR BE AUTHORIZED AND DIRECTED TO MAKE APPLICATION TO THE ONTARIO MUNICIPAL BOARD FOR APPROVAL OF AN EXPENDITURE OF \$803,000.00 AND FOR AUTHORITY TO FINANCE THE COST BY THE ISSUANCE OF TWENTY-YEAR DEBENTURES.

IT IS FURTHER RECOMMENDED THAT APPLICATION BE MADE TO THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH FOR CONSENT TO ISSUE THESE DEBENTURES.

NOTE: THE BOARD OF CONTROL HAS REQUESTED THE CAPITAL BUDGET COMMITTEE TO REVIEW THE CAPITAL BUDGET AS AN AMOUNT OF \$553,000.00 HAS BEEN PROVIDED FOR DESIGN FEES AND A REDUCTION OR ELIMINATION OF OTHER PROJECTS WILL BE NECESSARY TO ACCOMMODATE THE ADDITIONAL AMOUNT OF \$250,000.00 REQUIRED FOR DESIGN FEES FOR THE LIBRARY AND FARMERS MARKET. CARRIED.

- (v) This appointment be subject to an agreement to be prepared to the satisfaction of the City Solicitor and that the Mayor and City Clerk be authorized to execute this agreement on behalf of the City.
- (b) It is further recommended that with respect to the operation of the proposed Trade Convention Centre that the following resolution be forwarded to the Trade Convention Centre Co-Ordinating Committee:

*** See reco- (i) That a Trade Convention Centre Operations Committee
recommendation of be appointed or the terms of reference of the
Board of Control existing Committee be altered to include the
operation of the Trade Convention Centre and further
that emphasis be placed on staffing and promotion
of the Centre upon Ontario Municipal Board approval
for financing.

*** THE BOARD OF CONTROL RECOMMENDS THAT THE TERMS OF REFERENCE OF THE TRADE CONVENTION CENTRE CO-ORDINATING COMMITTEE BE AMENDED TO INCLUDE THE FOLLOWING:-

TO BE RESPONSIBLE TO STUDY AND RECOMMEND THE MANNER IN WHICH THE TRADE CONVENTION CENTRE SHOULD BE OPERATED.
CARRIED.

THIS AGREEMENT made in triplicate the 28th day of October, 1975.

BETWEEN:

THE CORPORATION OF THE CITY OF HAMILTON

Hereinafter called the "Client"

- and -

ANTHONY BUTLER, PHILIP R. BROOK, WILLIAM E. CARRUTHERS and JOHN N. SHAW, carrying on the practise of Architecture under the name Anthony Butler/Brook Carruthers Shaw, Associated Architects for the Hamilton Central Library and Farmers' Market

Hereinafter called the "Architect"

WHEREAS the Client intends to erect a new Central Library and Farmers' Market on Part 7 of the Lloyd D. Jackson Square Redevelopment Scheme.

NOW THEREFORE, the Client and the Architect for the considerations hereinafter named agree as follows:

ARTICLE 1.

The Architect shall perform for the above-named work professional services as hereinafter set forth.

ARTICLE 2. THE ARCHITECT'S SERVICES

- (a) BASIC PROFESSIONAL SERVICES. The Architect's basic professional services consist of taking the Client's instructions; preparing the necessary preliminary design studies; making preliminary estimates; preparing working drawings, specifications, information to bidders, tender forms, general contract documents for calling tenders, analyzing tenders and advising on the awarding of the construction contract and proposals; selecting, engaging and instructing Consultants (Client's approval in writing shall be obtained prior to engaging any Consultants);

be authorized to proceed with the detailed design and working drawings under the supervision and control of the City Engineer. As the responsibility and workload of the Architects will be substantially increased by reason of the project being proceeded with under the Management Construction Method, the Board of Control advises that the Architects' fees will be increased by 1% of the cost of the work as defined in the agreement between the Corporation of the City of Hamilton and the Architects dated October 28, 1975.

furnishing to the Contractor necessary copies of the contract drawings and specifications and large scale detail drawings; processing shop drawings; certifying and passing accounts; and issuing Certificates for Payments; and the general administration of the construction contract. "Taking the Client's instructions" shall include participating in discussions at committee meetings, meetings of the Library Board, the Market Stall Holders Committee, and meetings with Yale Properties.

- (b) ESTIMATES OF COST. The Architect shall prepare preliminary estimates of the cost of the work. He shall review and revise such estimates from time to time as the preparation of drawings and specifications proceeds.
- (c) ADMINISTRATION OF THE CONTRACT AND INSPECTION OF THE WORK. Where required by the contract between the Client and the Contractor, the Architect shall make decisions on matters relating to the execution and progress of the work or the interpretation of the Contract Documents, and all such decisions made by the Architect are first subject to the City Engineer's approval.

The Architect shall make regular visits to the site to familiarize himself with the progress and quality of the work, to give guidance to the staff and the Contractor, to guard the Client against defects and deficiencies in the Contractor's work, and to reasonably ensure that the work is being carried out in accordance with the Contract Documents.

- (d) SITE REPRESENTATION (ARCHITECT'S SITE REPRESENTATIVE(S)).

If the Client requires full time inspection during the progress of the work, technical site personnel, referred to as Architect's Site Representative(s), acceptable both to the Architect and the Client will be retained. The Architect's Site Representative(s) will take instructions from the Architect and report on their observations directly to the Architect. On the basis of these observations, the Architect will keep the Owner informed of the progress of the work so as to guard the Owner against defect and deficiencies in the work of the Contractor and so as to reasonably ensure that the work is being carried out in accordance with the Contract Documents.

The Client is responsible for all costs of Architect's Site Representative(s). These costs will be charged to the Client by the Architect as stated in Article 5(c) (5).

- (e) CERTIFICATES FOR PAYMENT. Based on the Architect's

be authorized to proceed with the detailed design and working drawings under the supervision and control of the City Engineer. As the responsibility and workload of the Architects will be substantially increased by reason of the project being proceeded with under the Management Construction Method, the Board of Control advises that the Architects' fees will be increased by 1% of the cost of the work as defined in the agreement between the Corporation of the City of Hamilton and the Architects dated October 28, 1975.

observations on the site as noted above, and the Contractor's Application for Payment, he shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. These Certificates shall constitute a representation to the Client, based on such observations and the data comprising the Application For Payment that the work has progressed to the point indicated. By issuing a Certificate For Payment, the Architect shall also represent to the Client that, to the best of his knowledge, opinion and belief, the quality of the work is in accordance with the Contract Documents. He shall conduct inspections to determine the dates of substantial and final completion, and shall issue a final Certificate For Payment.

ARTICLE 3. THE CLIENT'S RESPONSIBILITIES.

- (a) REQUIREMENTS, SURVEYS, BORINGS AND TESTS. The Client shall furnish the Architect with a definitive statement of his requirements, an accurate survey of the building site, including all information required for the setting out of the structure, and giving the grades and lines of streets, pavements, adjoining properties, and structures thereon, the rights, restrictions, easements, boundaries and contours of or affecting the building site, and all information which the Client has available respecting underground utilities. The Client shall pay also for borings or test pits and for chemical, mechanical and other tests, including associated interpretation and evaluation which may be required, and for any advertising incidental to obtaining tenders, and for any permits or licences which may be required. The Architect shall not be responsible for costs or damages arising from errors or omissions in any of this information, unless such errors or omissions are made by the Architect.
- (b) CLIENT'S DECISIONS. The Client shall give due considerations to all matters relating to the work and, whenever prompt action is necessary, he shall inform the Architect of his decisions in such reasonable time as not to delay the work of the Architect nor to prevent him from providing documents or instructions to contractors promptly.
- (c) CLIENT'S SITE REPRESENTATIVE. If constant representation of the Client on the job during progress of the work is desired by the Client, a Client's Site Representative shall be retained. He shall perform under the direction and control of the Client who shall pay his salary and he shall co-ordinate his work with the Architect.

ARTICLE 4. PROVISIONS AND CONDITIONS.

- (a) DEFINITION OF "COST OF THE WORK". "Cost of the Work" means

be authorized to proceed with the design and construction drawings under the supervision and control of the City Engineer. As the responsibility and workload of the Architects will be substantially increased by reason of the project being proceeded with under the Management Construction Method, the Board of Control advises that the Architects' fees will be increased by 1% of the cost of the work as defined in the agreement between the Corporation of the City of Hamilton and the Architects dated October 28, 1975.

the cost to the Client of the work and approved additions thereto including Contractor's profits and expenses but not including Architect's and Engineering Consultant's fees or the fees of other special consultants or reimbursements or the salary of a Client's Site Representative or Architect's Site Representative(s). Should labour or material be furnished by the Client below its market cost, or should old materials be reused, cost is to be interpreted as the cost of all materials and labour necessary to complete the work if all materials had been new and if all labour had been paid for at existing market prices when the work was ordered. Applicable Federal and Provincial Sales Taxes shall not be considered part of the cost of the work.

(b) ABANDONED, SUSPENDED OR DEFERRED WORK. The Client may at any time abandon, suspend or defer the work and the Architect shall be entitled to payment forthwith for all services rendered by him up to the date of such abandoned, suspended or deferred work and for all services arising therefrom.

(c) ADDITIONAL SERVICES.

(1) If after a definite scheme has been approved, the Client makes a decision which for its proper execution involves additional services or expenses for changes in or additions to the drawings or specifications or otherwise; or

(2) If the Architect is required to perform additional services or pay expenses because of delays caused by the Client or the Contractor, or because of the delinquency or insolvency or death of either of such parties or by litigation, labour disputes, or as the result of damage to the work in progress by fire, lightning or tempest;

The Architect shall be equitably paid for such extra services and expenses.

(d) FEES FOR CONSULTANTS.

(1) The cost of structural, mechanical and electrical engineering, which by professional experience and opinion is considered normal to this specific building type, shall be borne by the Architect. Where structural, mechanical and electrical engineering is in excess of normal, the Architect's fees shall be increased by an amount to be agreed upon by the Client and Architect to cover the additional engineering services involved.

be authorized to proceed with the detailed design and working drawings under the supervision and control of the City Engineer. As the responsibility and workload of the Architects will be substantially increased by reason of the project being proceeded with under the Management Construction Method, the Board of Control advises that the Architects' fees will be increased by 1% of the cost of the work as defined in the agreement between the Corporation of the City of Hamilton and the Architects dated October 28, 1975.

- (2) Where the work is of such a nature as to require the services of a special consultant, the Architect may, upon receipt of the approval of the Client in writing, retain such a consultant whose fees shall be paid by the Architect, and the Architect shall be reimbursed by the Client therefore, plus a fee to the Architect as agreed upon by the Client and Architect to cover co-ordination of such consulting services.
- (3) If the Client should desire to bring in a special consultant on the work or any part of it, the Architect shall collaborate with him and the fees of such consultant shall be paid by the Client, plus a fee to the Architect as agreed upon by the Client and Architect to cover co-ordination of such consulting services.
- (e) CONSTRUCTION EMERGENCIES. While the work is in progress, the Architect may on behalf of, and as Agent of the Client, give orders and cause to be performed such conservatory or remedial work or work necessary to life or safety as in his discretion seems necessary or expedient in the Client's interest in the case of a construction emergency. The cost of such work shall become part of the cost of the work (Article 4 (a)). Where at all possible, the Architect shall first obtain the approval of the Client in writing before giving said orders and before causing said work to be done.
- (f) DEDUCTIONS. No deductions shall be made from the moneys payable to the Architect because of any penalties, liquidated damages, statutory holdbacks, or other sums withheld from payments to the Contractor or other persons engaged on the work.
- (g) OWNERSHIP OF DOCUMENTS. The Client shall be entitled to ownership of all drawings, specifications and documents prepared by the Architect pursuant to this agreement and the Architect hereby irrevocably assigns to the Client his copyright therein solely for the purpose of proceeding to the completion of one example of the work contemplated, notwithstanding that the services of the Architect under this Agreement may have been terminated by the Client.

ARTICLE 5. PROFESSIONAL CHARGES.

- (a) FEE FOR BASIC SERVICES. The Client shall pay the Architect for his basic services a fee in proportion to the cost of the work as shown in category 5 of the Schedule of Recommended

be authorized to proceed with the detailed design and working drawings under the supervision and control of the City Engineer. As the responsibility and workload of the Architects will be substantially increased by reason of the project being proceeded with under the Management Construction Method, the Board of Control advises that the Architects' fees will be increased by 1% of the cost of the work as defined in the agreement between the Corporation of the City of Hamilton and the Architects dated October 28, 1975.

(b) FEE FOR ADDITIONAL SERVICES.

- (1) "Cost Plus" Contract. If the work, or any part of the work, is let on a "cost plus" basis, the Architect's fee shall be increased in proportion to the additional services required of the Architect.
- (2) Separate Contracts. If the work, or any part of the work, is let under separate contracts, the Architect's fee shall be increased in proportion to the additional services required of the Architect.
- (3) Management Contract. If the work is to be administered by the process of sequential tendering, management, or a form thereof, the Architect's fee shall be increased in proportion to the additional services required of the Architect.
- (4) Changes to the Contract Documents. Fees based upon time rates shall be charged for each change to the Contract Documents which results in a credit to the Contract, if the credit exceeds \$1,000.00.
- (5) Public Participation. If the Architect is required to provide extra services, specifically related to the understanding and approval of public groups, fees based on time rates shall be charged for this work in addition to the fee for basic services.

(c) DISBURSEMENTS. The Client shall reimburse the Architect for the following disbursements, in addition to other disbursements herein provided for:

- (1) The cost of printing or reproduction of documents, except for the cost of printing and reproduction of documents for circulation between the Architect and his associated consultants, or for circulation in reasonable quantities between the Architect and the Client during design development and preparation of Contract Documents.
- (2) When authorized by the Client, the cost of transportation and living expenses incurred by himself or his assistants while travelling in discharge of duties

be authorized to proceed with the detailed design and working drawings under the supervision and control of the City Engineer. As the responsibility and workload of the Architects will be substantially increased by reason of the project being proceeded with under the Management Construction Method, the Board of Control advises that the Architects' fees will be increased by 1 $\frac{1}{2}$ of the cost of the work as defined in the agreement between the Corporation of the City of Hamilton and the Architects dated October 28, 1975.

connected with the work beyond fifty (50) miles from the Architect's office, computed on the actual cost of travel by rail or air, and at eighteen (\$.18) cents per mile for travel by automobile.

- (3) The cost of telegrams and long distance calls made in the interests of the Client.
- (4) The cost of all tender and legal advertising and all required statutory inspection fees.
- (5) The cost of full time Architect's Site Representative(s) if required by the Client, at 1.7 times the payroll cost of this staff.
- (6) The cost of any other disbursement approved in advance by the Client.

ARTICLE 6. PAYMENT TO THE ARCHITECT.

- (a) SCHEDULE. The Architect shall have been deemed to have earned on account of his fee and payment shall be made monthly, the amounts of payments being based upon fractions of the total fee, together with any additional charges related to disbursements or agreed upon additional services, according to the following:
 - (1) Upon completion of the schematic design phase, the monthly payments to the Architect should total an amount equal to $1/6$ of his total fee computed upon a reasonable estimate of the cost of the work.
 - (2) Upon completion of design development and preliminary drawings, the total of monthly payments to the Architect should total an amount equal to $1/4$ of his total fee computed upon a reasonable estimate of the cost of the work.
 - (3) Upon completion of approximately 75% of the contract documents the total of monthly payments to the Architect should total an amount equal to $5/8$ of his total fee computed upon a reasonable estimate of the cost of the work.
 - (4) Upon completion of contract documents to the point where they might be submitted to tender the total of monthly payments to the Architect should total an amount equal to $3/4$ of the total fee computed upon a reasonable

be authorized to proceed with the detailed design and working drawings under the supervision and control of the City Engineer. As the responsibility and workload of the Architects will be substantially increased by reason of the project being proceeded with under the Management Construction Method, the Board of Control advises that the Architects' fees will be increased by 1% of the cost of the work as defined in the agreement between the Corporation of the City of Hamilton and the Architects dated October 28, 1975.

estimate of the cost of the work. If tenders have been received, the fee is to be computed upon the tender accepted by the Client and if no tender has been accepted, the fee is based upon the lowest bona fide tender received. However, the amount of the fee, when based upon tenders shall not exceed what it would be if based upon the Architect's estimate submitted at the time of tender.

- (5) During the execution of the work, and having regard to the total services to be rendered by the Architect in connection therewith and to the extent to which such services have been rendered, payments are to be made to the Architect until the aggregate of all payments made on account of the basic fee shall equal the total fee.

ARTICLE 7. GENERAL

- (a) This Agreement shall enure to the benefit of and be binding upon the Parties hereto, and except as hereinafter otherwise provided, their executors, administrators, successors and assigns.
- (b) If the Architect should desire to bring in a new partner or partners to share the benefit and burden of this Agreement, he may do so after obtaining the consent of the Client, which consent shall not be unreasonably withheld.
- (c) Except as aforesaid neither Party may assign this Agreement without the consent in writing of the other.

ARTICLE 8. ADDITIONAL TERMS.

- (a) INDEMNIFICATION - LIABILITY INSURANCE.

Notwithstanding the provisions of this Agreement, the Architect agrees to indemnify and save harmless the Client from all claims, actions, expenses, demands or other costs arising out of the Architect's professional design responsibility and all other services of the Architect under this Agreement and from any increased costs of the project to the Client resulting from the negligent error or omission of the Architect. In connection with this indemnification by the Architect, the Architect agrees to purchase and maintain in force at his expense a policy of Professional Liability Insurance, acceptable to the Client, in the amount of \$250,000.00, with \$5,000.00 deductible, and a certified copy of that policy is to be delivered to the Client upon execution of this Agreement. It is hereby expressly provided that the said Policy is,

be authorized to proceed with the detailed design and working drawings under the supervision and control of the City Engineer. As the responsibility and workload of the Architects will be substantially increased by reason of the project being proceeded with under the Management Construction Method, the Board of Control advises that the Architects' fees will be increased by 1% of the cost of the work as defined in the agreement between the Corporation of the City of Hamilton and the Architects dated October 28, 1975.

- (1) not to be construed as a limit of the liability of the Architect in the performance by the Architect of his professional services under this agreement, and
- (2) kept in full force and effect for a period of time ending not sooner than two years after completion of construction of this project, and
- (3) to be in a form acceptable to the Solicitor for the Client.

(b) ASSOCIATE ARCHITECT.

The Architect undertakes to engage the firm of William E. Wall, Architect as Associate Architect for the Farmer's Market portion of this project. The cost of the Associate Architect's services shall be borne by the Architect.

- (c) The Architect agrees to work with the Hamilton Public Library Board and its staff during the design period, if requested to by the Client, in order to allow them to have full input into the design of the proposed Central Library.

- (d) Other than in the case of construction emergencies as provided for in Article 4, clause (e) hereto, if the Architect considers that work should be done which work is not specifically covered by the contract between the Client and the Contractor, he shall first obtain approval in writing from the Client before authorizing the work to be done.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

THE CORPORATION OF THE CITY OF HAMILTON (Client)

Urie Agro
Acting Mayor

Ed Simpson
Clerk

DATE: JUN 8 1976

ANTHONY BUTLER, PHILIP R. BROOK, WILLIAM E. CARRUTHERS and JOHN N. SHAW, carrying on the practise of Architecture under the name Anthony Butler/Brook Carruthers Shaw, Associated Architects for the Hamilton Central Library and Farmers' Market (Architect)

THIS 2, day of June 1976.

Anthony Butler
Anthony Butler

Philip R. Brook
Philip R. Brook

William E. Carruthers
William E. Carruthers

John N. Shaw
John N. Shaw

be authorized to proceed with the detailed design and working drawings under the supervision and control of the City Engineer. As the responsibility and workload of the Architects will be substantially increased by reason of the project being proceeded with under the Management Construction Method, the Board of Control advises that the Architects' fees will be increased by 1% of the cost of the work as defined in the agreement between the Corporation of the City of Hamilton and the Architects dated October 28, 1975.

ITEMS 10 and 11 OF THE 29TH REPORT OF THE
BOARD OF CONTROL ADOPTED BY
CITY COUNCIL ON JUNE 1, 1977

10. The Board of Control recommends that the construction of the Central Library and the Farmers' Market in Lloyd D. Jackson Square be proceeded with on a construction Management Basis. Under this method, a series of tender calls will be made for the various construction trades. This will permit tenders to be called for the earlier parts of construction while the detailed design and preparation of documents for the latter parts of the work are being completed. The main advantage of this system is to achieve an early start of construction on the site. In order to implement the construction management method of construction, the Board of Control recommends the following in accordance with the joint recommendation of the City Engineer and Mr. A. Butler, the Architect for the projects:
1. That a Construction Manager be appointed for this project.
 2. That the City Engineer be directed to prepare the Terms of Reference for the Construction Manager and submit same to the Board of Control for their approval.
 3. That an advertisement be placed in the Spectator, Globe & Mail and the Daily Commercial News inviting prospective construction managers to pre-qualify for this project.
 4. That a Working Committee be established for this project and that the members of this Committee be:-
 - representative of the City of Hamilton
 - the Architect
 - the representative of the Library Board
 5. That the City Engineer, or his representative, be appointed to represent the City on the Working Committee.
 6. That the City Engineer be Chairman of the Working Committee.
 7. That the Hamilton Public Library Board be requested to appoint their representative on the Working Committee.
 8. That the Farmers' Market Stall Holders Committee be requested to appoint a representative to work with the members of the Working Committee in the design of the Farmers' Market.
 9. That the Market Manager be directed to attend meetings of the Working Committee when matters relating to the Farmers' Market are being discussed.
 10. That a Management Committee be established and that the members of the Management Committee shall be:
 - a representative of the City of Hamilton
 - the Construction Manager
 - the Architect
 11. That the City Engineer or his representative be appointed to represent the City on the Management Committee.
 12. That the City Engineer be Chairman of the Management Committee.
- For the information of the Members of Council, attached please find copy of a letter from the City Engineer, and Co-ordinator of Lloyd D. Jackson Square, dated May 13th, 1977.
11. That the Architects retained for the Central Library, Farmers' Market Project, Anthony Butler/ Brook, Carruthers, Shaw, be authorized to proceed with the detailed design and working drawings under the supervision and control of the City Engineer. As the responsibility and workload of the Architects will be substantially increased by reason of the project being proceeded with under the Management Construction Method, the Board of Control advises that the Architects' fees will be increased by 1% of the cost of the work as defined in the agreement between the Corporation of the City of Hamilton and the Architects dated October 28, 1975.

ITEM 16 OF THE 41ST REPORT OF THE BOARD OF CONTROL
ADOPTED BY CITY COUNCIL ON AUGUST 30, 1977

16. That Pigott Structures Limited, Hamilton, Ontario, be awarded the contract for the construction management of the Central Library and Farmers' Market Project for a total fee of \$378,616.00 in accordance with terms of reference prepared by the City Engineer and Co-ordinator of Lloyd D. Jackson Square, and Pigott Structures Limited proposal dated August 17th, 1977.

This firm's proposal was the lowest acceptable proposal. Six proposals were received.

That the Mayor and City Clerk be authorized to execute the agreement covering the retaining of this firm which shall be prepared by the City Solicitor in co-operation with the City Engineer.

Provision has been made in the capital account of this project to provide for this expenditure.

BOX 439
ONTARIO DOMINION CENTRE
TORONTO, ONTARIO M5K 1M3
TELEPHONE (416) 361-6700

110 King Street West,
Hamilton, Ontario L8P 4S6
Telephone (416) 523-8900

1760 REGENT STREET SOUTH
SUDBURY, ONTARIO P3E 3Z8
TELEPHONE (705) 522-5670

410 YORK CENTRE
175 HARGRAVE STREET
WINNIPEG, MANITOBA R3C 3R8
TELEPHONE (204) 944-9275

Pigott Structures Company Limited
Pigott Building
James Street South
MILTON, Ontario
L8P 2Y2

CLIENT NO. 12-PI3637

SRV/ORG 092-092
H 11446

INVOICE NO.

DATE 26/9/77

50% Performance Bond (314)

Re: Central Library & Farmers Market

		COMPANY	TERM.	INSTAL.
YY-1937877		Travelers Indemnity Co. of Canada	2	
EFFECTIVE DATE	NEXT BILLING DATE			
16/9/77	16/9/79	\$1,376.00		
		PREMIUM	RETURN PREMIUM	

PREMIUMS ARE DUE ON EFFECTIVE DATE OF POLICY.

TO ENSURE PROPER CREDIT TO YOUR ACCOUNT, PLEASE RETURN BLUE COPY OF THIS INVOICE WITH YOUR PAYMENT.

POLICIES OR RENEWALS NOT REQUIRED MUST BE RETURNED TO EFFECT CANCELLATION

IN WITNESS WHEREOF, ON _____
SEPTEMBER 19 77

PIGOTT STRUCTURES COMPANY LIMITED

Principal

TRAVELERS Indemnity Company of Canada

By

Attorney-in-Fact



TRAVELERS Indemnity Company of Canada.

TORONTO, CANADA

No. YY1937877

PERFORMANCE BOND

(Approved by the Canadian Construction Association)

KNOW ALL MEN BY THESE PRESENTS, that PIGOTT STRUCTURES COMPANY LIMITED
as Principal,
hereinafter called the Principal, and TRAVELERS Indemnity Company of Canada, a corporation created and existing
under the laws of Canada and duly authorized to transact the business of Suretyship in the Province of ONTARIO
as Surety, hereinafter called the Surety, are held and firmly bound unto THE CORPORATION OF THE CITY OF
HAMILTON as Obligee,

hereinafter called the Obligee, in the amount of ONE HUNDRED EIGHTY-NINE THOUSAND THREE HUNDRED AND
EIGHT XX/100 Dollars (\$ 189,308.00)

lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated the 16th
day of SEPTEMBER 19 77, for CENTRAL LIBRARY AND FARMERS MARKET,
HAMILTON, ONTARIO

In accordance with the Specifications and Drawings submitted therefor which contract, Specifications and Drawings, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform the Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Obligee to be, in default under the Contract, the Obligee having performed the Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) complete the Contract in accordance with its terms and conditions or
- (2) obtain a bid or bids for submission to the Obligee for completing the Contract in accordance with its terms and conditions, and upon determination by the Obligee and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by the Obligee to the Principal under the Contract, less the amount properly paid by the Obligee to the Principal.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

No right of action shall accrue on this Bond, to or for the use of, any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have signed and sealed this Bond this 26th day of

SEPTEMBER 19 77

PIGOTT STRUCTURES COMPANY LIMITED

Principal

TRAVELERS Indemnity Company of Canada

By

Attorney-in-Fact

CONSTRUCTION MANAGEMENT CONTRACT

THIS AGREEMENT made this 30th day of AUGUST

A.D. 19 77.

BETWEEN: The Corporation of the City of Hamilton
(hereinafter called the Owner)

AND

(Name) PIGOTT STRUCTURES COMPANY LIMITED

(hereinafter called the Construction Manager)

WHEREAS the Owner intends to erect the Hamilton Central Library and Farmers' Market, hereinafter called the Project, located on Merrick Street in the City of Hamilton, in Part 7 of Lloyd D. Jackson Square, and has appointed Anthony Butler/Brook Carruthers Shaw as Architects for the Project,

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1

The Owner hereby retains the Construction Manager to perform for the above named project, the services as hereinafter set forth and for the consideration and fee hereinafter determined.

ARTICLE 2

The Construction Manager hereby undertakes to perform the aforesaid services as designated in "Responsibilities of the Construction Manager" attached hereto as Appendix 'A'.

ARTICLE 3

(a) The Construction Manager recognizes the relation of reliance and confidence contemplated and established by this Agreement with the Owner and covenants with the Owner to furnish his best professional skill and judgement in protecting and advancing the interests of the Owner at all times. The Construction Manager agrees to furnish his best efficient business administration and superintendence and to use every effort to ensure that the work is executed in a good and workmanlike manner, in the most expeditious and economical manner consistent with the interests of the Owner, within the budget approved by the Owner and within the completion schedule agreed to by the Owner.

(b) The Construction Manager agrees that all correspondence, records, vouchers and books of account in respect of work done or money expended under this Agreement shall be open to the Owner's inspection during normal business hours and shall remain the property of the Owner.

ARTICLE 4 The Owner's Responsibilities

(a) Surveys, Borings and Tests, etc. The Owner shall furnish the Construction Manager with an accurate survey of the building site for the setting out of the structure, and giving the grades and lines of streets, pavements, adjoining properties, and structures thereon, the rights, restrictions, easements, boundaries, and contours of or affecting the building site. The Owner shall also pay for borings, test pits, chemical, mechanical and other tests of the site, the structure and/or materials which are required for the proper performance of the work and after authorization by the Owner. The Owner shall also pay for any permits or licences which may be required and for any necessary legal services.

(b) The Owner shall appoint one representative to attend all meetings and assist in the making of decisions or obtaining decisions required for the proper performance of the Project. The Architect and the Owner shall give all decisions required of them by the Construction Manager for the expeditious and economical execution of the Project in such reasonable time as called for in the Project schedule so as not to delay the work of the Construction Manager.

ARTICLE 5 Provisions and Conditions

(a) Abandoned or Suspended Work: If any work undertaken by the Construction Manager is abandoned or suspended by the Owner in whole or in part, the Construction Manager shall be paid for all services rendered on account of such work up to the date of such abandonment or suspension.

(b) Termination: The Owner may terminate the services of the Construction Manager under this Agreement upon written notice to the Construction Manager. Upon such termination the Construction Manager shall be paid for all services rendered on account of the project up to the date of such termination.

(c) The Construction Manager may, by giving the Owner thirty days written notice, terminate his services if the work should be stopped under the order of any court or other public authority through no act or fault of the Construction Manager.

(d) Extra Services: If the Owner makes a decision which, for its proper execution, involves extra services or expenses for changes in/or additions to the work which could not reasonably have been foreseen at the time of submitting a proposal, or if the Construction Manager is required to perform extra services or pay expenses because of delays caused by the Owner or the Owner's Consultants, or because of the delinquency or insolvency or death of any of such parties, or by litigation or arbitration proceedings, or as the result of damage to the work in progress by fire, lightning or tempest, or other acts of God, the Construction Manager shall be paid for such extra services and expenses.

(e) Construction Emergencies: In the event of any construction emergency, which in the opinion of the Construction Manager requires immediate action in the Owner's interests, the Construction Manager shall have authority to issue such orders and to take such steps on behalf and at the expense of the Owner as he shall deem necessary or expedient. The Owner must be advised of such action at the earliest opportunity, and in any event not later than forty-eight (48) hours after the event causing the emergency. Where at all possible, the Construction Manager shall first obtain the approval of the Owner in writing before giving said orders and before causing said work to be done.

(f) Construction Manager Not to Perform Construction Work:
It is the intent of this contract that all work shall be carried out by Trade Contractors wherever possible, however certain items during construction are difficult to segregate into Trade Contract packages. These items include, but are not limited to, the provision and operation of the following:

- a) temporary heat and water;
- b) temporary power and lighting;
- c) temporary roads and site access;
- d) temporary toilets;
- e) general clean up during progress of job, and final clean up;
- f) safety responsibilities including the provision and maintenance of guard rails and other personnel safety requirements;
- g) surface water drainage from site;
- h) snow removal;
- i) site organization and the facilities to be provided for the storage of materials;
- j) project security and the protection of completed work;
- k) site offices;
- l) progress photographs.

The Construction Manager shall obtain these items and services at the lowest possible cost which shall be charged to the Owner, after his approval has been received.

ARTICLE 6 Fees and Disbursements

The Owner shall pay the Construction Manager in Canadian funds, for his services as follows:

a) A total fee for basic services of THREE HUNDRED AND SEVENTY EIGHT
THOUSAND SIX HUNDRED AND SIXTEEN ----- dollars (\$ 378,616.00).

Total fee includes:

- \$ 125,000.00 for the Construction Manager's fixed fee for head office management services, and
- \$ 253,616.00 for the total of monthly charges to the project for the services of all site personnel listed on the attached proposal form.

b) Reimbursement of the actual amount of all disbursements which are chargeable to the Owner under the provision of Article 5 (f) of this Agreement.

ARTICLE 7 Payment to the Construction Manager

a) The Owner will make monthly payments to the Construction Manager, the amounts of such payments being as certified by the Architect. The Owner will pay 85% of the amount shown on such certificates, less previous payments, the amount of any liens of which the Owner has notice and any amounts that the Owner deems necessary to retain for his protection against claims or liabilities which the Owner may have against the Construction Manager under this contract.

b) Payment to the Construction Manager on account of his fee shall be made as follows:

- i) For services prior to start of construction on the site, a sum up to fifteen percent (15%) of the total fixed fee for head office management services.
- ii) From start of construction on the site until completion, monthly instalments totalling eighty percent (80%) of the total fixed fee for head office management services, so that the total amount paid at completion of construction will be ninety-five (95%) of the total fixed fee, plus monthly instalments totalling one hundred percent (100%) of the total monthly charges for the services of site personnel.
- iii) The balance of the total fixed fee for head office management services shall be due and payable two years after final acceptance of the project by the Owner.

c) Accounts for disbursements shall be submitted monthly to the Owner, payable within thirty days of receipt.

d) Ninety days after substantial performance of the work on the site as certified by the Architect, the Owner will pay to the Construction Manager the balance of monies then due, less any liens of which the Owner has notice and less any amounts that the Owner deems it necessary to retain for his protection against claims, liabilities, damages or costs or for any other claims the Owner may have against the Construction Manager under this contract.

e) No deductions shall be made for monies payable to the Construction Manager because of penalties, liquidated damages or other sums withheld from payments to Trade Contractors or other persons engaged on the work.

ARTICLE 8 Addresses for Notice

All notices in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or, if sent by post or by telegram, addressed as follows:

The Owner at:

City Clerk
Corporation of the City of Hamilton
City Hall
71 Main Street West
Hamilton, Ontario
L8N 3T4

The Construction Manager at:

PIGOTT STRUCTURES COMPANY LIMITED

P.O. BOX 309,

HAMILTON, ONTARIO L8N 3G7

Changes of address shall be by written notice.

ARTICLE 9 Succession

Subject to law and the provisions of the Contract Documents, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective administrators, successors and assigns. Neither Party may assign this Agreement without the consent in writing of the other.

ARTICLE 10 Indemnification

The Construction Manager shall indemnify and save harmless, the Owner from and against all loss, expense, damages, injury, actions, causes of action, suits, interests, claims, liens, costs and demands whatsoever arising out of or attributable to the Construction Manager's performance of the contract, or which may be incurred by reason or in consequence of the execution or non-execution, or negligent execution of the work and services thereunder or the supply or non-supply of equipment or material thereunder and will pay to the said Owner on demand, any expense, loss, costs, interests or damages which may be sustained by him in consequence of any such action, suits, claim, lien, or demand, and any moneys paid by him in settlement of or in discharge thereof, or on account thereof, and any moneys so paid or payable to the Owner, may be deducted from any moneys of the said Construction Manager, then remaining in the hands of the Owner on account of this contract or may be recovered, from the Construction

Manager as moneys paid at his request. And the said Contract hereby authorizes and empowers the said Owner or his Solicitors for the time being, to defend, settle or compromise such actions, causes of action, suits, claims, liens or demands as the said Owner or his Solicitors may deem expedient, and hereby agree to ratify and confirm all the acts of the said Owner or his Solicitor in that behalf, and to pay to the said Solicitor on demand, his reasonable costs of defending such suits or claims as they may deem it expedient to defend, and that the same may be deducted from any moneys payable by the said Owner to the said Construction Manager on any account whatever.

ARTICLE 11

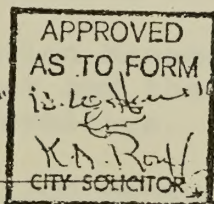
The Construction Manager shall, before execution of this contract by the Owner, provide and maintain in good standing until after the fulfillment of the Contract, a bond in the amount of fifty per centum (50%) of the total fixed fee payable to the Construction Manager covering the faithful performance of the Contract. The bond in a form satisfactory to the Owner's Solicitor shall be issued by a duly incorporated surety company authorized to transact a suretyship in the Province of Ontario. The Owner will pay the cost of this bond to the contractor.

ARTICLE 12

This document, together with those listed in and contained in Appendix "B" to the Agreement, constitute in its entirety the Agreement between the Owner and the Construction Manager.

IN WITNESS WHEREOF the parties have executed this Agreement by their respective proper signatures and seals as of the day and year first above written.

SIGNED, SEALED
& DELIVERED



(Witness)

CLIENT: The Corporation of the City

of Hamilton

BY:

Mayor

BY:

City Clerk

CONSTRUCTION MANAGER: PIGOTT STRUCTURES
COMPANY LIMITED

(Witness)

BY:

J. L. Neilson, P. Eng.
Vice-President & General Manager

APPENDIX 'A' TO THE CONSTRUCTION MANAGEMENT CONTRACT

RESPONSIBILITIES OF THE CONSTRUCTION MANAGER

1 General

- 1.1 It is intended that services listed apply for the construction of the building itself and also to the co-ordination of:
 - a) installation of new equipment.
 - b) moving and installation of existing equipment.
 - c) interior and exterior landscaping.
 - d) signage and graphics.
 - e) installation of furnishings and shelving.
 - f) installation of works of art.
- 1.2 The Construction Manager shall appoint a senior member of his firm to act as his Project Manager and as liaison of all pre-construction and construction activities. This person will oversee the Construction Manager's on-site staff, and the cost of his services shall be part of the fixed fee.
- 1.3 It is intended that no construction work will be carried out by the Construction Manager, with the exception of certain minor items of work (as listed in Article 5 (f) of the contract) that cannot be organized into realistic bidding packages. The construction will be carried out by Trade Contractors, selected through competitive tendering.
- 1.4 The Construction Manager's Project Manager shall participate with the Owner and the Architect as a member of the project Management Committee.
- 1.5 The Construction Manager shall submit to the Owner and the Architect within thirty days of his appointment, a complete system of operation, documentation and communication for their approval and shall record this system in a procedures manual for the management of the project for use by all members of the Management Committee.

2 Working Drawing Consultation

- 2.1 Review architectural, structural, mechanical and electrical plans and specifications as they are being developed, and advise on the selection of systems and materials and make recommendations with respect to such factors as construction feasibility, suggested economies, availability of materials and labour, time required for installation and construction, and costs.

- 2.2 Examine the conditions of the site, including a review of soil reports, and evaluate their effect on the project in terms of protecting adjacent properties, clean up of debris, excavation, grading, foundation work, installation of utilities, access, material storage areas, location of construction offices, and any other considerations that might effect the work.
- 2.3 In consultation with the Architect, review regulations and by-laws and make necessary applications to obtain approvals in time to meet the project schedule for: building permits and other municipal clearances; safety regulations; fire regulations; health regulations; pollution controls; special insurance requirements and any other code requirements. Attend, with the Architect, any meetings required by the Building Department or the Department of Labour, and, when necessary, any other authorities having jurisdiction.
- 2.4 Acquaint the Management Committee of the status of current labour agreements for all trades which will be involved in the project.
- 2.5 Review possible alternative materials or systems, when requested to do so by other members of the Management Committee.
- 2.6 Recommend for ordering by the Owner, prepare list of qualified suppliers, and expedite the pre-ordering of major or critical materials for the project to ensure timely delivery to meet the construction schedule.
- 2.7 Review the contract documents to ensure that they contain proper provisions for all the temporary facilities necessary to enable Trade Contractors to perform their work, and to enable the Construction Manager and Management Committee to perform their duties in the management, inspection and supervision of construction. Prepare a list of jobsite facilities and general conditions items which can most efficiently be procured by the Construction Manager, with estimated costs and method of procurement, for approval by the Owner.
- 2.8 Attend regular meetings of the Management Committee, which shall be held every two weeks, unless agreed otherwise by the Management Committee.
- 2.9 Advise the other members of the Management Committee on the scope and content of specifications and drawings as required to suit the division of bid packages, the order of sequential tendering, and to avoid as much as possible any overlap or gaps between Trade Contracts.

3 Budgeting and Cost Control

- 3.1 Review existing preliminary budget estimate and prepare a revised budget estimate of the building cost by elements within 30 days of appointment. The estimate shall be broken down showing quantities and unit costs of all components

which can be established from the information available.

- 3.2 Revise and update the preliminary budget on a monthly basis as drawings are developed.
- 3.3 Prepare a final working budget for the project for approval by the Owner prior to commencement of construction, showing full breakdowns for each trade and all other anticipated costs.
- 3.4 Establish a cost breakdown for control purposes, prepare a cash flow schedule for the Owner and develop an effective system for project cost control.
- 3.5 Report on a monthly basis after commencement of construction on the status of the cost of the work in relation to the working budget.

4 Scheduling

- 4.1 Prepare a schedule in collaboration with the Management Committee for all activities prior to the commencement of construction, incorporating the production of documents, approvals, permit applications, tender calls, bid evaluations and contract awards.
- 4.2 Prepare a master schedule for the complete construction operations showing the number, size, and timing of bid packages, pre-ordering of major and critical materials, approvals, start dates, shop drawings, completion dates of Trade Contracts, taking into consideration such factors as type and scope of work to be performed, availability of labour and materials, and any other criteria pertinent to the various trades involved.
- 4.3 Prepare detailed schedules for each trade.
- 4.4 Update schedules as required indicating changes in sequence and timing when they occur.

5 Preparation of Bid Packages

- 5.1 Establish required completion dates of documents for each bid package.
- 5.2 Establish budget for each bid package.
- 5.3 Appraise current market conditions with a view to calling trade tenders when market prices are at their lowest, including pre-ordering of specific equipment.
- 5.4 Review the status of current labour agreements and the possibilities of potential work stoppages or strike action.
- 5.5 Review drawings and specifications to ensure that areas of possible conflict and overlapping jurisdiction among Trade Contractors are eliminated, and to ensure that all phases of the work are assigned to a specific Trade Contractor, other than those items which may have been assigned to the Construction Manager by the Owner.

- 5.6 Review estimate for each bid package prior to or during tender period, and submit to the Owner prior to closing of tenders.
- 5.7 Print and compile drawings and specifications required for each bid package. The cost of printing and binding drawings and specifications shall be charged to the Owner.

6 Tendering of Bid Packages

- 6.1 When requested by the Management Committee, prepare and issue all documents for the prequalification of Trade Contractors and select and submit a list of recommended bidders to the Owner.
- 6.2 Arrange and hold briefings for Trade Contract bidders as required.
- 6.3 Assist with the administration of the tendering process, including the issuing of drawings and specifications, tender forms and addenda; the collection and refunding of deposits; the provision of plan examination facilities where required; and the receiving and opening of tenders.
- 6.4 After the closing of tenders, analyze the tenders received and review with the Architect. Ensure that bid bonds, and workmen's compensation certificates, etc., are provided where required.
- 6.5 After acceptance of tender by the Owner, prepare and supervise the execution of contract agreements.
- 6.6 Obtain prices for the procurement of jobsite facilities and general conditions items, and submit them for approval by the Owner.

7 Construction and Contract Administration

- 7.1 Assist the Owner in establishing public liability and property damage insurance for the project, the cost of such insurance to be borne by the Owner.
- 7.2 Ensure the provision of common site services listed in contract Article 5 (f) the cost of which shall be borne by the Owner.
- 7.3 Assume full responsibility and liability as Constructor for the observance and enforcement of all Federal, Provincial and Municipal safety laws and regulations.
- 7.4 Provide and maintain, for the duration of the construction work, competent full-time supervisory and inspection staff at the jobsite for co-ordination and direction of the work of the Trade Contractors, including the following personnel, which shall be the minimum required:

Project Superintendent
Field Engineer/Draftsman
Project Co-ordinator
Mechanical Co-ordinator
Electrical Co-ordinator
Clerk

These persons shall be those named in the Construction Management Proposal, and no changes may be made for the duration of the work without prior approval of the Owner.

- 7.5 The Construction Manager's Project Manager (see 1.2 above) shall provide regular inspection and direction from head office on the project.
- 7.6 Conduct pre-construction conferences with successful bidders. Schedule and conduct regular job meetings to be attended by the Trade Contractors and representatives of the Owner and the Architect. Prepare and distribute minutes of these meetings to all parties.
- 7.7 Obtain all approvals, permits and licences required for the construction of the work; the cost of such approvals, permits and licences shall be borne by the Owner.
- 7.8 From permanent survey bench marks established by the Owner, provide and maintain principal setting-out lines and levels throughout the duration of the project, from which Trade Contractors shall be responsible for the detailed setting-out of their work. Ensure that construction lines and levels are maintained.
- 7.9 Provide for constant day to day inspections to ensure quality standards are maintained, and that all work is carried out in accordance with contract documents. Arrange for inspections by the Architect and/or his Engineering Consultants in cases of special conditions or problems that might arise as the work proceeds. With the approval of the Owner, arrange for and instruct testing companies.
- 7.10 Obtain from all Trade Contractors and material suppliers a schedule showing the order number, vendor's name, shop drawing status, manufacturing lead time and delivery date of all material and equipment required for the project, recording in writing the schedule agreed to by the Trade Contractor. Expedite delivery of these items, directly if necessary, in order to ensure satisfactory delivery, and enforce the execution of the work of each Trade Contractor in accordance with the agreed schedule.
- 7.11 Keep accurate and detailed working records of the progress of the project during all stages of construction. Submit monthly written progress reports to the Management Committee, including information concerning the work of each Trade Contractor, the percentage of completion of each activity and the number and amount of change orders. Maintain a daily detailed log of all events occurring on the jobsite or connected with progress of the project.

- 7.12 Maintain on the site a set of as-built drawings on which all change orders and field changes are regularly recorded.
- 7.13 Prepare construction trades co-ordination drawings, including, as required:
- a) interference, fabrication, erection, sleeving and insert drawings.
 - b) layouts and dimensions as necessitated by site conditions.
 - c) large scale drawings of mechanical or electrical equipment rooms.
- 7.14 Take necessary action to facilitate the settlement of contract disputes, it being understood and agreed that no agreements are to be undertaken without the permission of the Owner.
- 7.15 Deal promptly with all problems with labour relations including grievances, jurisdictional disputes and interpretation of trade union agreements.
- 7.16 Lay out and co-ordinate any services related to furniture and equipment.

8 Management of Billings and Payments

- 8.1 Submit to the Owner for approval a complete system of handling monthly progress billings and payments which will simplify procedures and minimize risk of error.
- 8.2 Be fully responsible for the organization, scheduling, receiving and checking of monthly progress billings of all Trade Contractors, and ensure the receipt of statutory declarations of payments from Trade Contractors and suppliers.
- 8.3 Ensure that all billings conform to the requirements of the Mechanics Lien Act.
- 8.4 Administer any procedures necessary to facilitate the recovery of Federal and/or Provincial Sales Taxes as directed by the Owner.
- 8.5 Prepare for the approval of the Owner, a system to control release of holdback which will ensure against any further liability to the Owner after final payments have been made. This system shall include a certificate of final completion and other release documentation.
- 8.6 Organize, receive and co-ordinate the final billing and release of holdback to Trade Contractors.
- 8.7 Maintain a comprehensive system of estimating, monitoring and reporting which shall be updated as required to indicate changes in sequence and timing of construction activities. If deviations to the master schedule and cost plan are required, report to the Owner for approval before commitments are made on any part of the plan, with a recommendation for an alternative solution or justification for an increase. ✓

9 Changes and Verifications

- 9.1 Submit to the Management Committee for approval a complete system for handling instructions, proposed changes and changes to the work.
- 9.2 Issue all clarifications and instructions as required. Issue all notices of change and change orders after approval by the Architect and the Owner. All administrative costs associated with the issuance of the documents referred to above shall be included in the fixed fee for management services.
- 9.3 Receive and analyze quotations on notices of change, and make recommendations to the Architect and the Owner.

10 Shop Drawings and Samples

- 10.1 Submit to the Architect for approval a system of processing shop drawings and samples. Generally, shop drawings shall be submitted in the form of a reproducible transparency plus one print of each drawing. All costs associated with duplicating shop drawings after review shall be included in the fixed fee for management services.
- 10.2 Receive, check and initial, distribute and expedite all required shop drawings, catalogues and samples. Ensure that shop drawings comply with the drawings and specifications, before submitting them to the Architect for review.

11 Completion and Post Construction

- 11.1 Compile lists of deficiencies for each Trade Contract, review them with the Architect, modify as necessary, issue to the Trade Contractors involved, and oversee the correction and completion of the items listed.
- 11.2 After completion of all deficiencies, advise the Architect that the project is complete, and organize and conduct final inspections.
- 11.3 Collect and forward to the Owner all warranties, maintenance manuals, operating instructions, schedules etc., ensuring that they are properly completed.
- 11.4 Arrange for the smooth takeover of equipment and systems by the Owner's operating staff at the completion of the building, carry out commissioning, testing, balancing, etc., of all systems, and arrange all necessary training and instruction of the Owner's personnel. Obtain test and inspection certificates or reports where specified.
- 11.5 Forward to the Architect the completed marked set of as-built drawings: Forward to the Owner all documents in respect of work done or money expended on the project.

11.6 Arrange for final adjustment to all finished hardware and deliver to the Architect, by registered mail, all grand master keys and master keys.

11.7 Ensure that all surfaces are finally finished and properly cleaned

11.8 Make sure that any problem which arises during the guarantee period is corrected immediately it is identified.

11.9 At least sixty days prior to the expiry of any guarantee provided for in the Trade Contracts, but no later than two years after final acceptance of the project, inspect the project to ensure that all items under the guarantee are free of defects or failure, that reported defects and failure are immediately remedied, and when satisfied certify in writing that all guaranteed items are free of any defects and failures.

FOR THE

HAMILTON CENTRAL LIBRARY AND FARMERS' MARKET

CITY OF HAMILTON
c/o Mr. J. R. Jones
Secretary
Board of Control
City Hall
71 Main Street West
Hamilton, Ontario
L8N 3T4

Gentlemen:

Having carefully examined the proposal documents and the proposed contract, we agree for the total fixed fee stated below to supply all construction management services as required and listed in "Responsibilities of the Construction Manager", and in accordance with all of the following proposal documents:

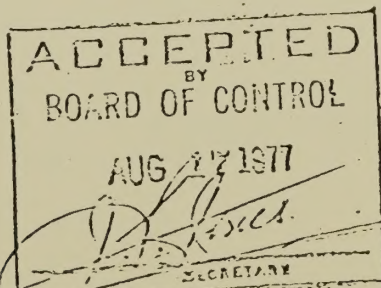
Instructions to Proponents
Proposed Construction Management Contract
Preliminary Drawings
Proposal Form
Attachment to Proposal Form
Addenda Numbers 1 to --

We agree to provide the said services for the total fixed fee, including Federal Sales Tax and excluding Ontario Retail Sales Tax, of THREE HUNDRED AND SEVENTY EIGHT THOUSAND, SIX DOLLARS (\$378,616.00 HUNDRED AND SIXTEEN

We are in a position to commence work immediately upon authorization to do so by the Owner.

Attached please find a breakdown of the total fixed fee and a list of key personnel who will be assigned to this project.

Signature of Authorized Signing Officers:

Name: J. L. NeilsonTitle: Vice-President & General ManagerFirm Name: PIGOTT STRUCTURES COMPANY LIMITED (Please Seal)Date: August 17, 1977Telephone (416) 522-1341

A large, stylized handwritten signature.

APPENDIX "B"

- (1) Proposal for the Construction Management Contract
for the Hamilton Central Library and Farmers'
Market -
-

Pg. 1 2

- (2) Hamilton Central Library and Farmers' Market
Instructions to Proponents for the Construction
Management Contract and attachment to Proposal
Form .-
-

Pg. 3 5

- (3) Hamilton Central Library and Farmers' Market
Construction Management Contract -
Addendum No. 1 - 12 August 1977
-

Pg. 6-8

- (4) Preliminary Drawings -

HAMILTON CENTRAL LIBRARY AND FARMERS' MARKET

ATTACHMENT TO PROPOSAL FORM

BREAKDOWN OF TOTAL FIXED FEE

Fixed Fee for Head Office
Management Services

\$ 125,000.00

Total of monthly charges to the project
for the services of all Site Personnel
listed below

\$ 253,616.00

Total (this total shall be the same
as that shown for the total fixed fee
on the proposal form)

\$ 378,616.00

The following is a list of key personnel we will assign to this
project:

OFFICE PERSONNEL

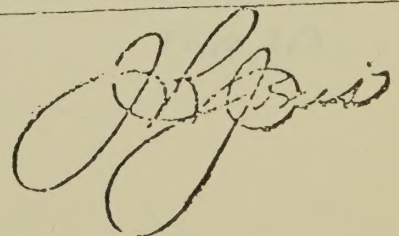
<u>Position</u>	<u>Individual's Name</u>
<u>Project Manager</u>	<u>V. Alboini</u>
<u>Vice President & General Manager</u>	<u>J. L. Neilson</u>
<u>Chief Estimator</u>	<u>C. Matthewson</u>
<u>Chief Accountant</u>	<u>R. St. Hilaire</u>

SITE PERSONNEL, listing the monthly charges which have been included
in the lump sum covering their services:

<u>Position</u>	<u>Individual's Name</u>	<u>Monthly Charge</u>
<u>Project Superintendent</u>	<u>E. Bluemke</u>	\$ <u>3,230.00</u>
<u>Field Engineer/ Draftsman</u>	<u>L. Mattiussi</u>	\$ <u>1,801.00</u>
<u>Project Co-ordinator</u>	<u>J. Begley</u>	\$ <u>2,521.00</u>
<u>Mechanical/Electrical Co-ordinator</u>	<u>R. Wells</u>	\$ <u>2,792.00</u>
<u>Clerk</u>	<u>P. Clarke</u>	\$ <u>1,184.00</u>

Name of Proponent: PIGOTT STRUCTURES COMPANY LIMITED

Revised 12 August 1977.



INSTRUCTIONS TO PROPONENTS FOR THE CONSTRUCTION MANAGEMENT CONTRACT

1. The following documents are attached:

Proposal Form (2 copies)
Attachment to Proposal Form (2 copies)
Construction Management Contract
Appendix A to the Construction Management Contract (Responsibilities of the Construction Manager)

2. Deliver one copy of the completed Proposal Form and its attachment, with any supporting material, to:

City of Hamilton
c/o Mr. J. R. Jones, Secretary
Board of Control
City Hall
71 Main Street West
Hamilton, Ontario
L8N 3T4

not later than 11:00 a.m. Monday 15 August 1977 in a sealed opaque envelope clearly marked "Construction Management Proposal For The Hamilton Central Library and Farmers' Market" with the name of the firm making the submission in the top left corner.

3. Submissions not received by the time stated above will not be considered by the Owner and will be returned unopened.
4. All blank spaces in the Proposal Form must be filled in, and the form must be signed by an authorized person and sealed. Incorporated companies must fix their corporate seal under the hand of their proper officers. Submissions not completed in full may be rejected.
5. Proposals shall be firm bulk prices based on all addenda issued prior to closing. The lowest or any proposal will not necessarily be accepted.
6. Questions regarding the Proposal Documents shall be directed to the office of the architects. If necessary, written instructions in the form of addenda will be issued to all proponents. Questions on this project shall be directed to:

Anthony Butler/Brook Carruthers Shaw Associated Architects

(Hamilton Office)

Anthony Butler Architect
11 Dundurn Street North
Hamilton, Ontario L8R 3C8
(416) 527-2961
Attention: Mr. Jack Mills

(Toronto Office)

Brook Carruthers Shaw Architects
200 Adelaide Street West
Toronto, Ontario M5H 1W7
(416) 364-9485
Attention: Mr. John Hackett

7. The site for the project is on the south side of Merrick Street, west of MacNab Street and occupies part 7 of Lloyd D. Jackson Square, in the City of Hamilton. The site is bounded on its south and part of the west side by the existing buildings of part 2 of Lloyd D. Jackson Square, to which the new building will be connected. The site extends approximately 300 feet along Merrick Street, and is an average of 190 feet deep.
8. Proponents will be held responsible to have visited and examined the site prior to closing of proposals. They shall have satisfied themselves as to the conditions of the existing site, the means of access to it and the nature and quantity of work required. No allowance will be made for any error or neglect in complying with the above.
9. The total value of the work to be constructed under the direction of the Construction Manager is estimated at approximately \$10,000,000. The design of the project has been completed and working drawings have been commenced. Design drawings are available at the offices of the architects.
10. Construction is scheduled to commence in October 1977, and to take 20 months to completion, with a further 2 months for installation of furnishings and equipment. The total time of 22 months shall form the basis for calculating the total of monthly charges to the project for the services of site personnel.
11. The total fixed fee for construction management services shall included:
 - The Construction Manager's fixed fee for head office management services, and
 - The total of monthly charges to the project for the services of all site personnel listed on the attachment to the Proposal Form. The total fixed fee shall not be subject to adjustment should the actual cost of construction be more or less than the estimated cost.
12. The charges to the project for the services of site personnel shall include the full-time services of field personnel as listed on the attachment to the Proposal Form, from start of construction on the site until completion. The fixed fee shall provide for all salaries bonuses and fringe benefits for such site personnel, as well as all travelling expenses and out of town living allowances, car allowances and daily expenses. The Construction Manager shall state in his proposal, in addition to the names and resumes for the proposed personnel, the monthly charge that has been included in the total fixed fee for the services of each of the respective individuals.
13. Certain items during construction will be difficult to segregate into Trade Contract packages. These items are stated in Article 5(f) of the Construction Management Contract, which provides for

the method of reimbursement to the Construction Manager for the cost of providing these services, if it is agreed by the Owner that these services should be performed by the Construction Manager as a direct cost to the Owner.

The City of Hamilton Wage Schedule shall be used as a basis for the labour rates for direct services.

14. No changes in the site personnel shall be permitted from start of construction on the site until completion, without the agreement of the Owner.

CONSTRUCTION MANAGEMENT CONTRACT

ADDENDUM NO. 1 12 AUGUST 1977

 LE NO. 154-17
 FILE NO. 154-17
 DEPT. OF ENGINEERING

AUG 15 1977

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INSTRUCTIONS TO PROPONENTS

Change closing date to 11:00 a.m. Wednesday 17 August 1977

CONSTRUCTION MANAGEMENT CONTRACT

Article 7: Revise to Read:

a) Payment to the Construction Manager on account of his fee shall be made as follows:

- i) For services prior to start of construction on the site, a sum up to fifteen percent (15%) of the total fixed fee for head office management services.
- ii) From start of construction on the site until completion, monthly instalments totalling eighty percent (80%) of the total fixed fee for head office management services, so that the total amount paid at completion of construction will be ninety-five (95%) of the total fixed fee, plus monthly instalments totalling one hundred percent (100%) of the total monthly charges for the services of site personnel.
- iii) The balance of the total fixed fee for head office management services shall be due and payable two years after final acceptance of the project by the Owner.

b) Accounts for disbursements shall be submitted monthly to the Owner, payable within thirty days of receipt.

c) The Construction Manager shall submit claims for payment monthly on account of his fee and disbursements, in accordance with paragraphs a) and b) above, to the Architect for certification to the Owner. The Owner will pay eighty-five percent (85%) of the amount shown on such certificates, less previous payments, the amount of any liens of which the Owner has notice and any amounts that the Owner deems necessary to retain for his protection against claims or liabilities which the Owner may have against the Construction Manager under this contract.

d) Ninety days after substantial performance of the work on the site as certified by the Architect, the Owner will pay to the Construction Manager the balance of monies then due, less any liens of which the Owner has notice and less any amounts that the Owner deems it necessary to retain for his protection against claims, liabilities, damages or costs or for any other claims the Owner may have against the Construction Manager under this contract. Holdback from the balance of the total fixed fee, referred to in a) iii) above, shall be payable 90 days after payment of the balance has been certified.

e) No deductions shall be made for monies payable to the Construction Manager because of penalties, liquidated damages or other sums withheld from payments to Trade Contractors or other persons engaged on the work.

APPENDIX A: Responsibilities of the Construction Manager

7.4 Revise the list of personnel to read:

Project Superintendent
Field Engineer/Draftsman
Project Co-ordinator
Mechanical/Electrical Co-ordinator
Clerk

10.1 Revise to read:

Submit to the Architect for approval a system of processing shop drawings and samples. Generally, shop drawings shall be submitted in the form of a reproducible transparency plus one print of each drawing. All costs associated with duplicating shop drawings after review shall be borne by the Trade Contractor responsible for the shop drawings.

ATTACHMENT TO PROPOSAL FORM

Replace the proposal form originally provided with the revised form, two copies of which are attached.

HAMILTON CENTRAL LIBRARY AND FARMERS' MARKET

ATTACHMENT TO PROPOSAL FORM

BREAKDOWN OF TOTAL FIXED FEE

Fixed Fee for Head Office
Management Services

\$ _____

Total of monthly charges to the project
for the services of all Site Personnel
listed below

\$ _____

Total (this total shall be the same
as that shown for the total fixed fee
on the proposal form)

\$ _____

The following is a list of key personnel we will assign to this
project:

OFFICE PERSONNEL

Position

Individual's Name

Project Manager

SITE PERSONNEL, listing the monthly charges which have been included
in the lump sum covering their services:

Position

Individual's Name

Monthly Charge

Project Superintendent

\$ _____

Field Engineer/
Draftsman

\$ _____

Project Co-ordinator

\$ _____

Mechanical/Electrical
Co-ordinator

\$ _____

Clerk

\$ _____

Name of Proponent: _____

Revised 12 August 1977.

PIGOTT STRUCTURES COMPANY LIMITED
ENGINEERS AND CONTRACTORS
P.O BOX 309
HAMILTON, CANADA L8N 3G7

November 24, 1977

RECEIVED

OCT 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

The Corporation of the City of Hamilton
City Hall
71 Main Street West
HAMILTON, Ontario
L8P 1H4

Attention: Mr. W. L. Phillips, P. Eng.
City Engineer

Re: 515 - Hamilton Central Library
and Farmer's Market
Budget Revision No. 3

Dear Sirs:

We have further reviewed the budget detail for the above noted project, together with the Architects, and submit herewith Cost Detail as per enclosed.

All items listed include a reduced contingency for interfacing. We stress at this time that this budget is tight but still achievable. Any further delay in the start of the project will certainly lead to additional cost.

Yours very truly

PIGOTT STRUCTURES COMPANY LIMITED

J. L. Neilson, P. Eng.
Vice-President & General Manager

JLN/ma

c.c. Mr. A. Butler
Mr. V. Alboini

REVISED BUDGET NO. 3
FOR HAMILTON CENTRAL LIBRARY & FARMER'S MARKET

NOVEMBER 24, 1977

1. Hoarding and Jackson Square Window Protection	\$ 25,000.00
2. Shoring Banks	50,000.00
3. Excavation and Backfilling	220,000.00
4. Forms and Concrete	2,020,000.00
5. Reinforcing Steel and Mesh	810,000.00
6. Mechanical	2,350,000.00
7. Electrical	1,190,000.00
8. Waterproofing Foundation Walls	22,000.00
9. Waterproofing Exterior Slabs and Planters	20,000.00
10. Elevators and Escalator	342,000.00
11. Conveyors	130,000.00
12. Weeping Tile and Stone Fill Exterior Walls	3,000.00
13. Structural Steel and Metal Grating	74,000.00
14. Steel Roof Deck	2,000.00
15. Slab on Grade	85,000.00
16. Roofing and Sheet Metal	85,000.00
17. Window Washing Equipment	12,000.00
18. Demolition Parapet Wall - Plaza Jackson Square	8,000.00
19. a) Miscellaneous Metals	120,000.00
b) Pipe Grid 5'-0" x 5'-0"	60,000.00
20. Dock Levellers	4,000.00
21. Sandblasting	21,000.00
22. Stainless Steel Exterior Wall Panels	230,000.00

..... Cont'd Page 2

Masonry Block Partitions and Galss Blocks	\$ 43,000.00
Aluminum Windows and Skylights	470,000.00
25. H/M Doors and Frames - Supply Only	30,000.00
Finishing Hardware and Graphics - Supply Only	55,000.00
Washroom Accessories - Supply Only	14,000.00
26. Installation Work Item No. 25	15,000.00
27. Manufactured Specialties (Supplied and Installed)	
Flagpoles 2/No.	1,000.00
Telephones Shelves	2,000.00
Toilet Compartments	6,000.00
Exterior Signs	4,000.00
Folding Partitions 3/No. (1 punch operated)	30,000.00
Chalk and Tackboards	1,000.00
28. Drywall, Acoustical and Baffles	305,000.00
29. Drywall and H/M Glazed Partitions	59,000.00
30. Interior Glazing, Mirrors and Kiosks	15,000.00
31. Stainless Steel Entrance Doors	16,000.00
32. Rough Carpentry	9,000.00
33. Finish Carpentry, Fitments - (Supply Only)	
Counters, Cabinets and Vanities (Supply Only)	46,000.00
Doors Pl. Lam. S.C. & Grilles (Supply Only)	
Wood Slats Lecture Hall, Wood Deck Balconies, Wood Handrailing	10,000.00
34. Installation Work Item 33	32,000.00
35. Miscellaneous Caulking	3,000.00
36. Quarry Tile, Ceramic Tile and Non-slip Pavers	31,000.00
37. Painting and Vinyl Fabric	108,000.00
38. Overhead Door No. 1 Multi-Leaf	12,000.00

..... Cont'd Page 3

Misc. excavation and backfilling, forms, concrete and reinforcing steel for:		
Concrete Bases light standards, Flagpoles		
Kiosks, Stairs and Walls on Grade		\$ 15,000.00
40.	Vinyl Tile and Rubber Base	11,000.00
41.	Carpet	210,000.00
42.	Landscaping - Top Soil, Sodding and Planting	30,000.00
43.	Final Cleaning	15,000.00
44.	Temporary Facilities and Miscellaneous Cost Plus Work	325,000.00
45.	Pigott Structures Management Fee	378,616.00
	Plus 50% Performance Bond of Pigott Fee	1,376.00
46.	Tunnel Construction	150,000.00
47.	Additional escalator: concourse to plaza one way	104,000.00
		\$10,490,000.00

Sales taxes - Federal - included.
- Provincial - excluded.

Sewer Impost

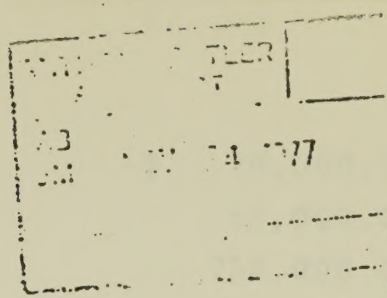
Present Library and Market is Regional tax exempt, therefore, no sewer impost will apply.

Due to possible regional tax reform a cost of between .30¢ per sq. ft. gross area may go into effect.

This cost not included with the revised budget above and may never apply.

Insurances and Bonds (other than Pigott Bond)

Not knowing type required - not included.



C O S T D E T A I L

Area Separation.--

	172,840 sq. ft.
a) Library	50,930 sq. ft.
b) Farmer's Market, including mezzanine (12,600 sq. ft.)	5,005 sq. ft.
c) Truck Access Route	4,240 sq. ft.
d) McMaster-Mohawk	
TOTAL	233,015 sq. ft.

2. Price Separation

We have estimated the cost of the Farmer's Market Area separately as accurately as possible given the difficult problem that all the area separations are integral parts of one structure.

Total Budget of October 26, 1977

Entire Building	\$10,236,000.00
Tunnel	150,000.00
Additional Escalator	104,000.00
GRAND TOTAL	\$10,490,000.00

Estimate of Farmer's Market Areas, including mezzanine and truck access route:-

Excavation and Backfill	\$ 170,000.00
Formwork	370,000.00
Concrete	201,000.00
Reinforcing Steel and Mesh	220,000.00
Rough Carpentry and Millwork	2,000.00
Hardware	1,000.00

..... Cont'd Page 2

Boarding	\$ 20,000.00
Shoring Banks	50,000.00
Mechanical & Electrical (see note 2 below)	750,000.00
Waterproofing & 1" Rigid Insulation	23,000.00
Escalator Market to Mezzanine (1 way)	68,000.00
Elevator No. 5 - Market to Mezzanine	57,000.00
Roofing & Sheet Metal (see note 3 below)	10,000.00
Miscellaneous Metals	20,000.00
Dock Levellers	2,000.00
Quarry Tile and Ceramic Tile	3,000.00
Overhead Door	12,000.00
Toilet Partitions	1,000.00
Temporary Facilities approximately 20% of 325,000	65,000.00
Pigott Management Fee approximately 20% of 378,000	76,000.00
Aluminum Windows and Entrances	25,000.00
Painting	4,000.00
	\$2,150,000.00

Upon further review, we feel that the following points should be made:-

1. Structure

Footings are sized for the entire structure. There could be a credit here. However, we did not include the structural slabs over both the Market Mezzanine and the open well, approximately column lines 7 to 10 and A to D prime, since they are part of the library, but would be necessary if the market was built separately.

2. Mechanical and Electrical

We have adjusted the unit cost for the Market area compared to the overall building. We would estimate that the Market area unit price would be approximately \$14.00 per square foot.

3. Roofing

We have included an allowance of \$10,000 for roofing over the Market. This is very conservative if the Market was to be built separately.

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These figures are based on the following assumptions:

1. The figures are based on the following assumptions:

2. The figures are based on the following assumptions:

3. The figures are based on the following assumptions:

4. The figures are based on the following assumptions:

5. The figures are based on the following assumptions:

Therefore, we may calculate the prices as follows:-

Total estimated cost of Farmer's Market, including Market, Mezzanine and Truck Access Route:-

$$2,150,000 \div 55,935 = \$38.44 \text{ per sq/ ft.}$$

Library and McMaster Mohawk (including escalator):-

$$\begin{array}{r} 10,340,000 \\ \text{less } 2,150,000 \\ \hline 8,190,000 \div 177,080 = \$46.25 \end{array}$$

In summary, the cost separation would be as follows:-

Library - 172,840 sq. ft. x \$46.25	\$ 7,994,000.00
McMaster-Mohawk - 4,240 sq. ft. x \$46.25	196,000.00
Farmer's Market including Mezzanine 50,930 sq. ft. x \$38.44	1,958,000.00
Truck Access Route - 5,005 sq. ft. x \$38.44	192,000.00
Tunnel	150,000.00
	<u>\$10,490,000.00</u>

Estimated, on the basis of the prices as follows:
Total estimated cost of the project, including interest,
insurance and other charges, \$1,100,000.

\$1,100,000 - \$25,000 = \$1,075,000 per year.

Library and historical records (including equipment):

\$2,500,000

Less: \$1,000,000

\$1,500,000 - \$1,000,000 = \$500,000

In summary, the cost estimation would be as follows:

Library - \$1,000,000 per year, \$1,000,000

Historical records - \$1,500,000 per year, \$1,500,000

Library's share including maintenance
\$2,500,000 per year, \$2,500,000

Truck access fees - \$1,000,000 per year, \$1,000,000

Total

\$10,000,000



THE CORPORATION OF THE CITY OF HAMILTON
OFFICE OF THE CITY SOLICITOR

January 3, 1978.

RECEIVED
CITY HALL
HAMILTON, ONTARIO
L8N 3T4
TEL. 527-0241
OCT 25 1978

Mr. W.L. Phillips,
City Engineer.

Dear Sir:

Re: Hamilton Central Library and Farmers' Market -
General Contract Documents

Pursuant to your request as contained in your letter of December 28, 1977,
we have reviewed:

- i) the tender form;
- ii) instructions to bidders;
- iii) the Canadian Standard Construction Document CCDC 12, as amended,

forwarded to us with your letter of December 28. The following, accordingly, are our
comments and observations:

a) Tender Form:

i) para. 3, page 1 -

As the owner does not in any way warrant the practicability of his
architect's or engineer's design and as it is, at common law, the contrac-
tor's obligation to bring the works to completion by whatever means as may
be necessary, it is recommended unless the City wishes to remove such
obligation, that this paragraph be deleted.

It is suggested that the effect of this paragraph is to diminish, if
not, remove the contractor's responsibility to satisfy himself that the
design is practical and that, to that extent, the specifications are
complete. Under the existing paragraph, the Contract can arguably claim
any deviation, whether or not dictated by proper design requirements, as a
change in the contract conditions and therefore, subject to extra change.

ii) para. 4, page 1 -

A contract with a municipality is not binding on it until authorized
by by-law, and executed and sealed by its proper officers. The execution
of the contract documents is therefore not a mere formality.

The Government of the City of Montreal

Office of the Mayor

January 2, 1957

Mr. [Name] [Address] [City] [Province] [Canada]

Reference is made to your letter of December 11, 1956, in which you requested that the City of Montreal should consider the possibility of purchasing the property described in the attached plan.

- (1) The property is situated in the City of Montreal, in the Parish of St. Louis, in the District of Montreal.
- (2) The property is situated in the City of Montreal, in the Parish of St. Louis, in the District of Montreal.
- (3) The property is situated in the City of Montreal, in the Parish of St. Louis, in the District of Montreal.

In view of the fact that the property is situated in the City of Montreal, in the Parish of St. Louis, in the District of Montreal, it is suggested that the City of Montreal should consider the possibility of purchasing the property described in the attached plan.

Very respectfully,
[Signature]

Page 1 of 1

It is suggested that the City of Montreal should consider the possibility of purchasing the property described in the attached plan. The property is situated in the City of Montreal, in the Parish of St. Louis, in the District of Montreal. The property is situated in the City of Montreal, in the Parish of St. Louis, in the District of Montreal. The property is situated in the City of Montreal, in the Parish of St. Louis, in the District of Montreal.

It is suggested that the City of Montreal should consider the possibility of purchasing the property described in the attached plan. The property is situated in the City of Montreal, in the Parish of St. Louis, in the District of Montreal. The property is situated in the City of Montreal, in the Parish of St. Louis, in the District of Montreal. The property is situated in the City of Montreal, in the Parish of St. Louis, in the District of Montreal.

Page 1 of 1

A contract was entered into between the City of Montreal and the [Name] on the 1st day of [Month] 1957. The contract was entered into between the City of Montreal and the [Name] on the 1st day of [Month] 1957. The contract was entered into between the City of Montreal and the [Name] on the 1st day of [Month] 1957.

b) Instructions to Bidders:

i) page 1, item 1 -

In order to ensure that the bidder is in good standing with the Workmen's Compensation Board, a proper "Certificate of Clearance", issued by the Workmen's Compensation Board, whereby that Board waives its rights under section 9(3) of The Workmen's Compensation Act, should be required. The representation of the bidder is not sufficient to ensure that the City will not incur additional and unexpected liability pursuant to section 9(3) of The Workmen's Compensation Act.

ii) page 2, item 8 -

In order to ensure and clarify that the contractor is responsible to satisfy himself as to the conditions of the site and the nature and quantity of work, it is suggested that this clause be expanded as follows:

" 1) It is understood and the contractor declares that he has investigated and satisfied himself of everything and of every condition affecting the works to be executed and the labour and material to be provided and that the tender prepared and hereby submitted by the contractor is founded and based upon his own examination, knowledge, information and judgment, and not upon any statement, representation or information made or given or upon any information derived from any quantities, dimensions, tests, specifications, plans, maps or profiles made, given or furnished by the City or any of its officers, employees, or agents; and that any such statement, representation or information, if so made, given or furnished, was made, given or furnished merely for the general information of bidders and is not in anywise warranted or guaranteed by or on behalf of the City; and that no extra allowance will be made to the contractor by the City and the contractor will make no claim against the City for any loss or damage sustained in consequence of or by reason of any such statement, representation or information being incorrect or inaccurate, or on account of unforeseen difficulties of any kind; or that, not having so investigated he is willing to assume and does assume, all risk of conditions now existing or arising in the course of the work which might or could make the work, or any items thereof more expensive in character, or more onerous to fulfil, than was contemplated or known when the tender was made or the contract signed".

c) Agreement:

Article A-1, Clause (c) -

In order to ensure that all the Work is completed and that its completion within a specific time period can be readily enforced in a court of law, it is suggested that a specific date for the completion of all the Work under the contract be stated.

- 3 -

d) General Conditions:

i) Form of Contract -

As the Canadian Standard Construction Document - CCDC 12 has been substantially modified, it is suggested that reference to it should be deleted.

Retention of this specific paragraph may lead, not only to the raising of allegations of misrepresentation, but also to difficulties in interpretation.

ii) Substantial Performance, 1.11 -

As in Ontario, there is in force, Mechanics' Lien legislation which defines substantial performance, the second sentence of this clause is not applicable and may therefore be deleted.

iii) Substitution, 3.6.2 -
Quotations, 3.6.3 -

As these provisions relate to the preparation of the tender, it may be more appropriate to delete these clauses and add them to the "instructions to bidders".

iv) Ownership of Documents, 6.1 -

Pursuant to the contract between the City and the Architect, the City is entitled to ownership of all drawings, specifications and documents prepared by the Architect.

v) Delays, 8.1 -

As the City is not generally liable for the negligent acts of contractors and their employees, we question the desirability of the City accepting such liability before the issue arises and specific facts are known. We therefore suggest that this clause be deleted, leaving the contractor to pursue his normal legal remedies when the occasion arises.

vi) Delays, 8.3 -

Pursuant to this clause, it is arguable that the contractor has a right to an extension in the contract time in the event of delays caused by labour disputes, strikes, lock-outs, fire or unusual delay by common carriers, whether or not these are caused wholly or in part by the contractor himself. It is questionable, in light of clause 8.2, whether it is the City's intention to grant such rights to the contractor. The wording of this clause should therefore be appropriately clarified.

vii) Delays, 8.4 -

The City's Council has not delegated powers to the Construction Manager to alter the contract as contemplated in this clause; consequently, this clause should be deleted.

2) Type of Document

As the document is a report, it is not possible to determine its type. It is a report, and it is a report.

It is a report, and it is a report. It is a report, and it is a report.

3) Summary of the Document

The document is a report, and it is a report. It is a report, and it is a report.

4) Introduction

The document is a report, and it is a report. It is a report, and it is a report.

The document is a report, and it is a report. It is a report, and it is a report.

5) Objectives of the Document

The document is a report, and it is a report. It is a report, and it is a report.

6) Results

The document is a report, and it is a report. It is a report, and it is a report.

7) Conclusions

The document is a report, and it is a report. It is a report, and it is a report.

8) References

The document is a report, and it is a report. It is a report, and it is a report.

viii) Owner's Right to do Work, 9.1 -

It is questionable, from the City's view point, whether its right to insist on the performance of the contract and to notify and require the contractor to comply with its terms and to correct defaults thereunder, should be restricted by the requirement that the City obtain the approval of the Construction Manager before it insists on such performance.

ix) Owner's Right to do Work, 9.3 -

As with clause 9.1, it is questionable whether the City should permit the restriction of its legal rights by accepting the condition that the Architect must approve its actions. It is the general right of the Owner that, where in breach of contract, the work has been left incomplete whether by abandonment, termination, or otherwise, or by containing defects, the Owner may cause the work to be done and bring an action for damages.

x) Owner's Right to Stop Work, 10.2 -

Apart from any express power given by the terms of the Contract, the Owner has the right to treat the Contract as having been repudiated, and so to determine it, in cases where the contractor shows an intention not to be bound by it, or has committed a breach of a fundamental term or condition of the Contract. It is questionable whether the City's rights, in this respect, should be made conditional upon the issuance of a Certificate from the Architect, verifying that sufficient cause exists.

xi) Contractor's Right to Stop Work, 11.1, 11.2, 11.3, 11.4 -

A party to a contract may lawfully terminate a contract only when the other party has repudiated the contract or has breached a fundamental term of that contract.

The bankruptcy or liquidation of a party to a contract does not by itself permit the termination of the contract or constitute a breach of it. Similarly, delay in payment for work done or failure to make one instalment of the contract price is not sufficient, in law, to permit the termination of the contract by a contractor, nor does delay, in the normal case entitle repudiation of the contract.

It is difficult to understand why, in this case, the contractor should be given, in addition to his normal remedies, the extraordinary remedies of terminating the contract or stopping work.

xii) Settlement of Disputes, 16.3 -

The City's right to access to the courts should not be hindered or restricted.

The clause, as stated, in effect, provides compulsory "arbitration" of all matters in dispute under the contract. It is questionable whether the City's legal rights and position should be compromised in this manner.

It is respectfully requested that the City's attention be directed to the fact that the City's interest in the subject is not limited to the present but extends to the future. It is respectfully requested that the City's attention be directed to the fact that the City's interest in the subject is not limited to the present but extends to the future.

(1) Board's Right to Vote, 1911 -

As with regard to the City's interest in the subject, it is respectfully requested that the City's attention be directed to the fact that the City's interest in the subject is not limited to the present but extends to the future. It is respectfully requested that the City's attention be directed to the fact that the City's interest in the subject is not limited to the present but extends to the future.

(2) Board's Right to Vote, 1911 -

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(3) Board's Right to Vote, 1911 -

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(4) Board's Right to Vote, 1911 -

The City's interest in the subject is not limited to the present but extends to the future. It is respectfully requested that the City's attention be directed to the fact that the City's interest in the subject is not limited to the present but extends to the future.

The Board's interest in the subject is not limited to the present but extends to the future. It is respectfully requested that the City's attention be directed to the fact that the City's interest in the subject is not limited to the present but extends to the future.

xiii) Indemnification, 17.1 -

The general purpose of an indemnity clause is to permit the owner to recover all monetary costs or losses to which he may be put to as a result of the contractor's performance of the contract, as it affects third parties. Consequently, it is recommended that that part of the clause following, and including the words "providing that any such claims, damages, loss or expense is" be deleted.

xiv) Indemnification, 17.2 -

As the contractor at common law, is responsible for the design and construction of the work, and provided the contractor retains these obligations under this contract, this clause should be modified or deleted accordingly.

xv) Valuation and Certification of Changes in the Work, 21.1 and 21.7 -

Should the intent be that the contractor and his subcontractors be paid only in the manner as stated in clause 21.7, clause 21.1 should be deleted or modified in order to avoid future difficulties in interpretation.

xvi) Certificates and Payments, 23.10 -

It is questionable whether the City should accept any restriction on its legal right to make claims under or pursuant to the contract within those time limits as specified by The Limitations Act. Certainly, we cannot endorse such a restriction.

xvii) Protection of Work and Property, 30.2, 30.3, 30.4 -

As, until acceptance by the Owner, the Works are at the risk of the Contractor, Consequently, damage to the Works irrespective of its origin must be made good by the Contractor at his cost. The contractor is left to his remedies at law to recover such costs from those responsible for such damage. It is questionable whether the City by contract, should assume all or part of such loss.

xviii) Damages and Mutual Responsibility, 31.1 -

In contract, not all damages suffered by an injured party are recoverable at law. The injured party is not entitled to be indemnified against losses which were outside the contemplation of the parties at the time the contract was made or against losses which did not arise in the usual course of things from the breach of that contract.

xix) Warranty, 33.6 -

It is suggested that this clause should be expanded to include liability for damages arising from defects or deficiencies which were apparent prior to the expiration of the warranty period.

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xx) Warranty, 33.7 -

It is suggested that the form and term of the warranty be directly incorporated into the body of the contract in order to avoid future misunderstanding as to its terms.

xxi) Contractor's Responsibilities and Control of the Work, 34.3, 34.4 -

As stated previously, at common law, the owner does not warrant that the completion of the project, according to the plans or design, is practicable. A contractor who expressly or impliedly undertakes to complete the work according to the contract drawings and design, thereby impliedly warrants that he can do so, and if he cannot, he will be liable for damage.

xxii) Labour and Products, 36.1 -

Should the work, as at common law, remain at the risk of the contractor until accepted by the owner, the last line should be deleted or amended.

xxiii) Subsurface Conditions, GC 37 -

It is common in standard contracts to require the contractor to satisfy himself as to the conditions of the site and other similar matters and that he is not relying on any information supplied by the owner. Warranties and representations as to the accuracy of any such information supplied by the owner or his agents are generally expressly excluded.

Item 8 of the "Instructions to Bidders" recognizes the contractor's responsibility in this respect. It is therefore suggested that GC37 be amended so as to be consistent with Item 8.:

xxiv) Rejected Work, 42.1 -

The contractor, unless the contract specified otherwise, must use materials of good quality and materials which are reasonably fit for the purpose for which they are required.

Consequently, it is difficult to understand why the contractor's responsibility to replace defective material arises only if the material has been rejected by the Architect or failing to conform to the Contract Documents.

xxv) Take-Over Procedure, 50 -

In order to avoid future misunderstandings as to specific procedure contemplated, it is recommended that the procedural steps expected to be followed be directly stated in the contract.

xxvi) Liquidated Damages, 51.5 -

A clause providing for liquidated damages, in order to be enforceable, must be based on a genuine pre-estimate of damages which are likely to arise in the circumstances stated. The payment must bear some relation to reality. It is assumed that clause 51.5 is based on such an estimate and can, if required, be substantiated.

It is suggested that the fact and form of the evidence be carefully considered, and the fact of the evidence be taken into account.

10/1/55 - 10/1/55

It is stated previously, at section 10, that the evidence is taken into account, and the fact of the evidence be taken into account.

10/1/55 - 10/1/55

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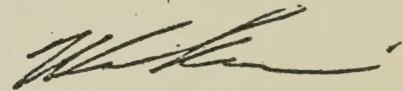
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10/1/55 - 10/1/55

It is stated previously, at section 10, that the evidence is taken into account, and the fact of the evidence be taken into account.

We also observe that while the Canadian Standard Construction Document is composed of 19 pages, the numerous amendments contemplated in themselves cover nearly 16 pages. It is suggested that for the sake of clarity and brevity, that the two be combined into one document.

Yours truly,



Werner W. Heiss,
for K. A. Rouff,
City Solicitor.

WWH:eam

c.c. Controller P. O. Valeriano

c.c. Mr. J.R. Jones, Secretary, Board of Control ✓

c.c. Mr. Anthony Butler, Architect

c.c. Mr. K. A. Rouff, City Solicitor.

W.L. PHILLIPS
B.A.Sc., M.E.I.C., P.ENG.,
CITY ENGINEER
AND
CO-ORDINATOR
LLOYD D. JACKSON SQUARE



REVENUE TO FILE NO. 301-0008.1*

ATTENTION OF W. L. Phillips

YOUR FILE NO.

THE CORPORATION OF THE CITY OF HAMILTON

DEPARTMENT OF ENGINEERING
CITY HALL, HAMILTON
L8N 3T4

JAN 3 1978

4 January 1978

RECEIVED
OCT 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF THE CITY OF HAMILTON

Council
/ (e)

Mr. Chairman and Members
Board of Control

Re: Central Library and Farmers' Market

Members of the Board:

As your Board is aware, construction of this project will commence about mid-January 1978. It has been decided that this project will be constructed using the construction management system. In this regard, the City has engaged Pigott Structures Ltd. as the Construction Manager. Under this system tenders are called for each trade separately. In effect, the City is acting as the General Contractor.

There is certain site work that is normally done by the general contractor. This site work includes; hoarding, job shacks, temporary services (water, power, sanitary conveniences), snow removal, clean-up during progress of job, miscellaneous handling of materials and storage. We have estimated that this work will cost a total of \$200,000.00. In this case, the City would be responsible for these items of work as they cannot be included in any of the trade contracts. In addition, it will cost less for the City to arrange for this work.

I would recommend that the City engage Pigott Structures Ltd. to arrange for and to carry out this work on an actual cost basis. There will be no mark-up or profit allowed on this work. Payment for this work would be on the basis of invoices and sufficient documentation to prove the cost and subject to the approval of the City Engineer.

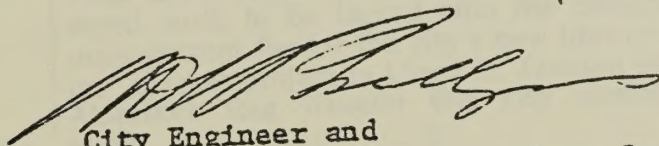
Continued

Members of the Board
4 January 1978
Page 2
Continued

RECOMMENDATION:

I recommend that an order be given to Pigott Structures Ltd. to carry out the site work for the Central Library and Farmers' Market at a cost not to exceed \$200,000.00 and payment to be made on the basis of the actual cost approved by the City Engineer.

Respectfully submitted,



City Engineer and
Co-ordinator, Lloyd D. Jackson Square

WLP:jk

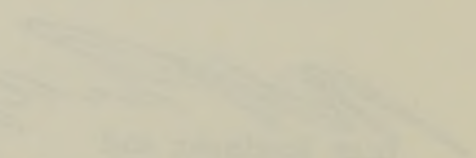
c.c. Controller I. Stout

Number of the Board
of Directors
Page 2
Continued

RESOLUTIONS

Resolved, that as soon as the Board of Directors shall be organized, the Board shall cause to be prepared and printed a set of the By-Laws of the Corporation, and shall cause the same to be distributed to the members of the Board.

Witness my hand and seal this 1st day of January, 1901.


John D. Johnson
President

Attest:

Wm. H. Johnson
Secretary

Pigott contract is conflict, says Wheeler

THE CITY erred in allowing \$200,000 in unattended work to be tacked onto the construction management fee for the city's new library-farmers' market project in Lloyd D. Jackson Square, Alderman Reg Wheeler told city council last night.

And he predicted that Pigott Structures Limited, the project's construction manager, would be back before council before the job is finished, asking for more money to cover the miscellaneous site work.

The Ward 5 alderman said when he supported Pigott firm as having the best bid of five tenders for the construction management job last year, he was assured that no contracts for actual construction would go to the company.

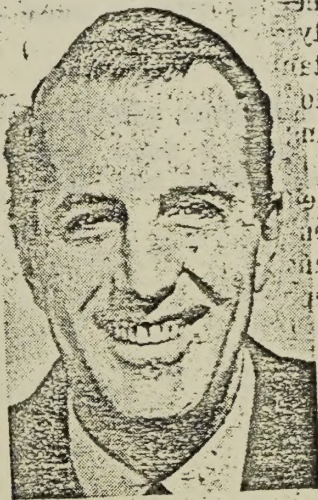
"I was assured that was it and, zingo, now we have a \$200,000 contract," he said. "As far as I'm concerned, they have a conflict of interest. That's wrong. I'm against it."

Council agreed last summer to award the construction management job for the \$10.5 million project to Pigott. The company submitted the second lowest bid — \$378,616 — for the job of overseeing the completion of the 40 tender packages that will be let before the complex is completed.

The additional \$200,000 was recommended by city engineer, Bill Phillips to go to Pigott to cover expenses normally incurred by the general contractor on a job. These included such things as hoarding, job shacks, temporary water and hydro power services, sanitary conveniences, clean-up of the site during construction as well as other jobs like periodic snow removal and the handling and storage of materials.

Despite Wheeler's concerns, which were supported by several other council members, council voted 13-4 to give Pigott the on-site job at the \$200,000 price.

Mr. Phillips told council that certain jobs on the site



REG WHEELER
Zingo

could not be included in any of the proposed tender packages that are to be let during the course of the construction.

"In my opinion, it's the easiest and most economical way is to let Pigott do it," the city engineer said.

Alderman Ted McMeekin wanted to know if the \$200,000 estimate had been costed out and if there had been other bids at all on the matter.

Mr. Phillips said the estimates had come from Pigott and were reviewed and accepted by himself. He said the company will carry out the work at no profit.

This brought a sharp retort from Controller Jim Bethune.

"There's always a profit, build-in. I doubt it will be done at cost. Let's not dance around the rose bushes."

Controller Pat Valeriano said the same procedure had been used when the construction method was employed to build the new regional police building. The cost for that project was \$350,000, he said.

SPECTATOR.

JANUARY 11, 1978

is conflict says Wheeler

The only way to achieve peace in this world is by the use of force, says the speaker at the annual convention of the National Association of Manufacturers, which opened here today.



Wheeler

and the speaker said that the only way to achieve peace in this world is by the use of force.

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K. A. ROUFF
CITY SOLICITOR



YOUR FILE NO.

REPLY ATTENTION:

OUR FILE NO.

W. W. Haies

30-

THE CORPORATION OF THE CITY OF HAMILTON

OFFICE OF THE CITY SOLICITOR

January 13, 1978

RECEIVED
CITY HALL
HAMILTON, ONTARIO
L8N 3T4
TEL. 827-0241

Mr. W.L. Phillips,
City Engineer.

Dear Sir:

Re: Hamilton Central Library and Farmers' Market

We have received a carbon copy of the letter, dated January 13, 1978 to you from Mr. A. Butler.

As we have not yet received a copy of the contract documents with respect to Bid Package No. 1, Hamilton Central Library and Farmers' Market, we do not have a copy of the specifications referred to in Mr. Butler's letter.

In order that we may properly consider the issue raised and comment on it, we would request that a copy of the specifications, particularly sections 2A4, 2A17 and 2A18, be forwarded to us.

Yours truly,

W. W. Haies,
K. A. Rouff,
for City Solicitor.

WWM:cam

c.c. Controllor P.O. Valeriano

c.c. Mr. J.R. Jones, Secretary, Board of Control

c.c. Mr. A. Butler, Architect

K. A. ROUFF
CITY SOLICITOR



THE CORPORATION OF THE CITY OF HAMILTON

OFFICE OF THE CITY SOLICITOR

YOUR FILE NO.

REPLY ATTENTION

OUR FILE NO.

JAN 19 1978

W. H. Daisa

CITY HALL
HAMILTON, ONTARIO
L8N 3T4

January 13, 1978.

Mr. W.L. Phillips,
City Engineer.

Dear Sir:

Re: Contract No. E-77-20 (LN) - Renovation,
Hamilton Central Library & Farmers' Market
(Bid Package No. 1)

RECEIVED
OCT 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF THE CITY OF HAMILTON

On January 13, 1978, in response to the receipt of a copy of Mr. Butler's letter of the same date to you concerning specifications to be used for this contract, we requested a copy of the contract documents. It is unfortunate that a copy of this document was not forwarded to us prior to this date. It was even more disconcerting to us that a copy was only forwarded to us on January 13, 1978 after our further and subsequent request on January 17, and after tenders concerning the contract were placed on the January 18 agenda of the Board of Control.

We have, under the circumstances, been able to review only generally, the bulky contract document, together with its approximately 15 pages of amendments and deletions to the City's standard form with respect to the issue raised in Mr. Butler's letter of January 13, specifically, the suggested revision of the City's Standard Specifications - Man. Form 100, section .13.

It is not clear from Mr. Butler's letter whether he endorses the request that the City's Standard clause, in this case, be amended to comply with the principles of section GC 37 Canadian Standard Construction Document.

We would, however, point out that should the City's standard clause be deleted and replaced by GC 37, the City will subject itself to extra claims by the contractor should soil conditions be other than anticipated.

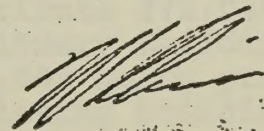
Under the present City's standard clause, while the City makes available such information as it may have, it does not guarantee the accuracy of the data nor that the data is sufficient for the purpose of drawing the necessary inference or conclusions with respect to the conditions to be expected. It is expressly stated that it is the responsibility of the contractor to satisfy himself as to those conditions and to make such inspections and investigations as he considers necessary or desirable.

Consequently, should the soil conditions be other than be contemplated, he has no claim against the City for additional costs or loss of profit resulting from such error. The City, consequently, under these provisions, is assured that the price quoted at the time of tender will, in fact, be its costs for that part of the project.

We presume this issue will be resolved before a contract is finalized.

As Alderman Reg Wheeler has indicated his concern to you, as well as, to us about this project and related contracts, we are sending a copy of this letter to him.

Yours truly,



Werner H. Eaise,
for R. A. Bouff,
City Solicitor.

Wh:cam

c.c. Controller P.O. Valeriano

c.c. Alderman Reg Wheeler, 771 Beach Blvd. Hamilton, L8H 6Y3, Ontario.

c.c. Mr. J.R. Jones, Secretary, Board of Control. ✓

c.c. Mr. Anthony Butler, Architect.

K. A. ROUFF
CITY SOLICITOR



LEGAL
THE CITY

YOUR FILE NO.

REPLY ATTENTION:

OUR FILE NO.

Z. A. Rouff

130-2.23

THE CORPORATION OF THE CITY OF HAMILTON
OFFICE OF THE CITY SOLICITOR

CITY HALL
HAMILTON, ONTARIO
L8N 3T4
TEL. 527-0241

January 19, 1973

Controller J. A. Bethune
City Hall

Dear Controller Bethune:

Re: The Hamilton Public Library -
Lands and Building

In response to your request for information as to the terms of the original grant from Mr. Andrew Carnegie, I am able to report that the records indicate the following:

1. By letter dated March 23, 1909, Mr. Carnegie's private secretary wrote to the Public Library (Board) that Mr. Carnegie would "be glad to contribute \$75,000 towards the cost of a Free Public Library Building, costing \$100,000, the remaining \$25,000 being provided by Hamilton from the sale of the existing building.

"It will also be necessary for Hamilton to pledge to support of Library at not less than present rate, and to provide a site for the new building, without touching library revenue referred to."

2. On April 8, 1909, the Hamilton Public Library Board passed a resolution requesting City Council to:
 - a) authorize the sale of the then existing Library Building (the proceeds of sale to go towards the purchase of the site of the new library);
 - b) to raise \$25,000 by debenture and apply this to the purchase of the new site and the construction of the new library;
 - c) to authorize the purchase of a site, and
 - d) to pledge support of the library at (an amount) not less than the present rate of maintenance.
3. City Council at its meeting of April 13, 1909, accepted the report of the Finance Committee which recommended:
 - (1) that the Library Board accept Mr. Carnegie's offer;

.....2

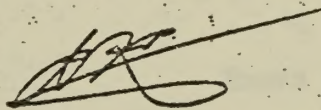
January 19, 1973

- (ii) that City Council guarantee to continue its support;
- (iii) that the present building be sold;
- (iv) that a new site be purchased;
- (v) that a by-law be introduced to raise \$25,000; the amount to be applied to the purchase of a site, any balance to be applied to construction of the new building;
- (vi) a certified copy of the foregoing to be forwarded to the Library Board to be sent to Mr. Carnegie as an undertaking by the City to fulfil the conditions of Mr. Carnegie's offer.

4. On April 26, 1909, City Council enacted By-law 847 to authorize the issue of \$25,000 worth of debentures and, on December 27, 1909, enacted By-law 909 to authorize the issue of a further \$25,000 in debentures.

In my view, although the City is the registered owner of the lands comprising the Central Library, the City holds these lands in trust for the Public Library Board.

Yours truly,



K. A. Rouff
City Solicitor

KAR:jg

c.c. Controller P. O. Valeriano

c.c. Mr. J. R. Jones
Secretary
Board of Control ✓

K. A. ROUFF
CITY SOLICITOR



REPLY ATTENTION

OUR FILE NO.

W. F. Hains

THE CORPORATION OF THE CITY OF HAMILTON

OFFICE OF THE CITY SOLICITOR

CITY HALL
HAMILTON, ONTARIO
L8N 3T4
TEL. 527-0241

January 20, 1978.

Mr. W.L. Phillips,
City Engineer.

RECEIVED
OCT 25 1978

Dear Sir:

Re: Hamilton Central Library and
Farmers' Market - Bid Package No. 1

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Further to your letter of January 19, 1978, whereby you forwarded to us a copy of Mr. J.L. Jones' letter of November 4, 1976 concerning the West Mountain Fire Station, it is our understanding that the Board's position as expressed therein applied only to that project. It was not a general direction to amend the City's Standard Contract Specifications.

I assume this was also your Department's understanding as the City's standard specifications, prepared and administered by your Department, have been employed without change in subsequent contracts. Consequently, I am surprised by your suggestion, at this late date, that the City's policy is not to negate assumption of responsibility for the scope or accuracy of soil reports or such information as it has and makes available to contractors.

Yours truly,

Werner W. Hains,
for K. A. Rouff,
City Solicitor.

WHL:ean

- c.c. Controller F.O. Valeriano
- c.c. Alderman Reg Wheeler
- ✓ c.c. Mr. J.L. Jones, Secretary, Board of Control
- c.c. Mr. Anthony Butler, Architect

ean.

W.L. PHILLIPS
B.A.S.C., M.E.I.C., P.ENG.,
CITY ENGINEER
AND
CO-ORDINATOR
LLOYD D. JACKSON SQUARE



REFER TO FILE NO. 301-0008.1*

ATTENTION OF W. L. Phillips

YOUR FILE NO.

THE CORPORATION OF THE CITY OF HAMILTON

DEPARTMENT OF ENGINEERING
CITY HALL, HAMILTON
L8N 3T4

30 January 1978

RECEIVED
JAN 25 1978

LEGAL COUNSEL
CITY OF HAMILTON

Mr. Chairman and Members,
Board of Control.

Re: Central Library and
Farmers' Market -
Inspection & Testing

Members of the Board:

With respect to the testing services that will be
required on this project, we have obtained quotations
from four companies for this service as follows:-

The Trow Group Ltd.	\$ 11,978.50
J.T. Donald Consultants Ltd.	12,484.00
Peto MacCallum Ltd.	12,610.00
Warnock Hersey Professional Services Ltd.	12,818.10

This work covers soil compaction tests, reinforcing
steel tests, concrete tests and structural steel shop
and field testing required for this project.

Copies of the quotations are attached. The prices
quoted are on a unit price basis and in comparing
these prices, based on the same number of tests, the
quotation of the Trow Group is the lowest. This firm
is quite satisfactory for this work. There are
sufficient funds in the estimate to cover the cost of
this work.

RECOMMENDATION:

I recommend that the Trow Group be engaged to carry out
the testing required for the Central Library and
Farmers' Market project in the amount of \$11,978.50.

Respectfully submitted,

W. L. Phillips
City Engineer and
Co-ordinator, Lloyd D. Jackson Square.

WLP:jb (Attch.)

c. c. Controller I. Stout

FEB 1 1978

COPIES TO	DEPARTMENTS	THIS COPY FOR
	ARCHITECT	
	BUILDING	
	CLERK	
	COMMUNITY DEV.	
	ENGINEER	
	FIRE	
	PARKS	
	PERSONNEL	
	PLANNING	
	PURCHASING	
	REAL ESTATE	
	RECREATION	
	SOLICITOR	
	STREETS & SAN.	
	TRAFFIC	
	TREASURER	

AUTHORIZED BY BOARD OF CONTROL

SECRETARY

COST SHEET

HAMILTON CENTRAL LIBRARY

(THE TROW GROUP)

A) Soil and Compaction

(1) Nuclear Testing 48 hrs. @ \$15.50	=	744.00	
Mileage	=	64.00	
4 Proctors & 40.00 ..	=	160.00	
4 Grain Sizes @ 12.00	=	48.00	
24 Moistures @ 2.00..	=	<u>48.00</u>	
		\$1,064.00	

(11) Footing Inspections

By Qualified Engineer Est. Cost

600.00	
\$ 600.00	\$1,664.00

B) Structural Steel

(1) Shop & Field Inspection

24 hrs. @ 16.00..... = 384.00

Mileage = 47.50

\$ 431.50	\$ 431.50
-----------	-----------

C) Reinforcing Steel Placement Inspection

228 hrs. @ 14.50 3,306.00

\$3,306.00	\$3,306.00
------------	------------

D) Concrete Testing

Cylinders 540 @ 8.80/ea. = 4,752.00

Air Test 70 @ 3.50/ea. = 245.00

Mileage = 380.00

\$5,377.00	\$5,377.00
------------	------------

E) Roofing Inspection

480 s.q. @ 2.50/sq.... = 1,200.00

(Mileage No Charge)

1,200.00	\$1,200.00
----------	------------

\$11,978.50

THE TROW GROUP

COST SHEET
HAMILTON CENTRAL LIBRARY
(PETO McCALLUM)

A. Soil & Compaction

(i) Nuclear Testing

Technician 48 Hrs. @ \$14.00.....	=	\$672.00	
Machine 48 Hrs. @ \$3.50.....	=	168.00	
4 Proctors @ \$50.00.....	=	200.00	
4 Grain Sizes @ \$30.00.....	=	120.00	
		<u>1,160.00</u>	

(ii) Footing Inspection Estimated Cost..... = 600.00

1,160.00	1,760.00	\$1,760.00
----------	----------	------------

B. Structural Steel

(i) Shop & Field Inspection

24 Hrs @ \$15.00.....	=	360.00	
Mileage.....	=	47.50	
		<u>407.50</u>	

407.50	407.50
--------	--------

C. Reinforcing Steel Placement Inspection

228 Hrs. @ \$15.00.....	=	3,420.00	
		<u>3,420.00</u>	

3,420.00	3,420.00
----------	----------

D. Concrete Testing

Cylinders 540 @ \$9.00 each.....	=	4,860.00	
Air Tests 70 @ \$3.50 each.....	=	245.00	
Mileage.....	=	380.00	
		<u>5,485.00</u>	

5,485.00	5,485.00
----------	----------

E. Roofing Inspection

80 Hrs. @ \$15.00.....	=	1,200.00	
Mileage.....	=	37.50	
		<u>1,237.50</u>	

1,237.50	1,237.50
----------	----------

Extra's (Reports) Estimated Cost..... = 300.00

300.00	300.00
--------	--------

\$12,610.00

COST SHEET
HAMILTON CENTRAL LIBRARY
(J. T. DONALD)

A. Soil & Compaction

(i) Nuclear Testing 48 Hrs @ \$16.00 = \$768.00

Mileage = 64.00

4 Proctors @ \$45.00 = 180.00

4 Grain Sizes @ \$19.00..... = 76.00

24 Moistures @ \$2.00..... = 24.00

\$1,112.00

(ii) Footing Inspections

Estimated Cost = 600.00

\$1,712.00

B. Structural Steel

(i) Shop & Field Inspection

24 Hrs @ \$16.00..... = 384.00

Mileage = 47.50

431.50

431.50

C. Reinforcing Steel Placement Inspection

228 Hrs. @ 16.00 = 3,648.00

Mileage = 380.00

4,028.00

4,028.00

D. Concrete Testing

Cylinders 540 @ \$9.25/each. = 4,995.00

4,995.00

4,995.00

E. Roofing Inspection

80 Hrs. @ 16.00 = 1,280.00

Mileage = 37.50

1,317.50

1,317.50

\$12,484.00

COST SHEET

HAMILTON CENTRAL LIBRARY

(WARNOCK-HERSEY)

A) Soil and Compaction

(1) Nuclear Testing 48 hrs. @ 16.30	=	782.50	
Mileage		64.00	
4 Proctors @ 50.00	=	200.00	
4 Grain Sizes @ 18.00	=	72.00	
24 Moistures @ 2.00	=	48.00	
		<u>1,166.50</u>	

(11) Footing Inspections

Estimated Cost		600.00	
		<u>1,766.50</u>	1,766.50

B) Structural Steel

(1) Shop and Field Inspection

24 hrs. @ 16.30 ...	=	391.20	
Mileage	=	47.50	
		<u>438.70</u>	438.70

C) Reinforcing Steel Placement Inspection

228 hrs. @ 16.30	=	3,716.40	
Mileage	=	380.00	
		<u>4,096.40</u>	4,096.40

D) Concrete Testing

Cylinders 540 @ 9.00/ea.	=	4,860.00	
Air Tests 70 @ 4.50/ea.	=	315.00	
		<u>5,175.00</u>	5,175.00

E) Roofing Inspection

80 hrs. @ 16.30	=	1,304.00	
Mileage	=	37.50	
		<u>1,341.50</u>	1,341.50

12,818.10

CHART SHOWING

INVESTMENT COSTS AND RETURNS

(IN MILLIONS OF DOLLARS)

A) Total and Components

(1) Domestic Investment in New Plant and Equipment	78.50
(2) Foreign Investment in New Plant and Equipment	21.50
(3) Total Investment in New Plant and Equipment	100.00
(4) Depreciation of Old Plant and Equipment	25.00
(5) Total Investment in Plant and Equipment	75.00
(6) Total Investment in Plant and Equipment	75.00

(1) Domestic Investment

Estimated Cost of New Plant and Equipment

78.50	78.50
-------	-------

(2) Foreign Investment

Estimated Cost of New Plant and Equipment

21.50	21.50
78.50	78.50
100.00	100.00

(3) Total Investment in New Plant and Equipment

78.50	78.50
21.50	21.50
100.00	100.00

(4) Depreciation of Old Plant and Equipment

25.00	25.00
78.50	78.50
103.50	103.50

(5) Total Investment in Plant and Equipment

78.50	78.50
21.50	21.50
100.00	100.00

100.00

W.L. PHILLIPS
B.A.Sc., M.E.I.C., P.ENG.,
CITY ENGINEER
AND
CO-ORDINATOR
LLOYD D. JACKSON SQUARE



REFER TO FILE NO. 301-0008.1*

ATTENTION OF C. Earle

YOUR FILE NO.

FEB 2 1978

THE CORPORATION OF THE CITY OF HAMILTON

DEPARTMENT OF ENGINEERING
CITY HALL, HAMILTON

1 February 1978

RECEIVED
OCT 25 1978
LEGAL DEPARTMENT
OF THE CITY OF HAMILTON

Council

(a)

Mr. Chairman and Members,
Board of Control.

Re: Hamilton Central Library and
Farmers' Market Security Services

Members of the Board:

With the commencement of construction of the Central Library and Farmers' Market, we are faced with the problem of security on the construction site during construction off hours (4:30 p.m. to 8:00 a.m. Monday to Friday, weekends and statutory holidays). Security became a minor problem during the construction of Phase II Jackson Square and the Art Gallery-Parking Garage Complex. With the opening of these facilities and their respective plazas, the Library site will be much more prone to vandalism, theft and general damage to hoarding, equipment and materials stored on the site.

In order to prevent expensive damage of this nature on the site, we have invited quotations for full time security for the 22 months of the project, and these quotes are as follows:

1. S.I.S. Protection Services - \$53,942.40
2. Barnes Security Services Ltd. - \$58,122.37

RECOMMENDATION:

We respectfully recommend that the City Engineer be directed to issue a purchase order to S.I.S. Protection Service in the amount of \$53,942.40 to provide full time security on the Library-Market construction site for the 22 month duration of the project.

Respectfully submitted,

City Engineer and
Co-ordinator, Lloyd D. Jackson Square.

CE:jb

c. c. Controller I. Stout

The Corporation of the City of Hamilton

Department of Public Works
City Hall, Hamilton, Ontario

1 February 1978

Mr. Chairman and Members,
Board of Control.

Re: Hamilton Central Library and
Reading Room, 1000 Queen Street East

Members of the Board:

With the completion of construction of the Central
Library and Reading Room, we are faced with the
problem of housing the construction site during
construction. All items to be stored in the building
to either, warehouse and storage facilities. During
the construction period the construction of
the 11 stories tower and the 400,000 sq. ft. library
complex will be the focus of the construction and
reading room. The library will be used as a
reading room, study and general storage in reading,
exhibition and research on the site.

In order to prevent excessive damage to this site on the
site, we have limited construction to full time working
for the 11 months of the project, and these years are as
follows:

1. 11.1.1. Construction Period - 1978, 1979
2. 11.1.2. Reading Room Period - 1979, 1980

Recommendation:

As recommended by the Board, the City Engineer is to
be given a period of 11.1.1. Construction Period in
the amount of \$25,000.00 to provide full time working on
the 11-story tower construction site for the 11 month duration
of the project.

[Signature]

City Engineer and
Construction, 1000 Queen Street East.

CC: 11
P. C. Construction 1, 1980



YOUR FILE NO.

REPLY ATTENTION:

OUR FILE NO.

40.14.2

THE CORPORATION OF THE CITY OF HAMILTON

REAL ESTATE DEPARTMENT

CITY HALL
HAMILTON, ONTARIO
L8N 3T4TEL. 527-0241
Ext. 376D.W. VYCE, A.A.C.I.
DIRECTORCONFIDENTIAL

February 1, 1978

RECEIVED
OCT 25 1978LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTONMr. J. R. Jones,
Secretary,
Board of Control.Re: Value of Central Library and rear
parking lot on MacNab St. South

Dear Sir:

This department was requested by the Board of Control to provide a value estimate for the above mentioned properties based on the following two approaches:

- (1) Value of entire property at its highest and best use which would include the parking lot on MacNab Street South (Vacant land value only - Library building to be demolished).
- (2) Value of entire property including the parking lot on MacNab Street South with a restriction that the Library building be preserved.

After careful consideration it is the opinion of this department that the value of the library site and the additional parking lot on MacNab Street South as described in Item (1) would be \$1,715,557.00. The value as described in Item (2) would be \$1,165,000.00. However, the amount of \$1,165,000.00 would be subject to the Planning Department applying the maximum density that would normally be allowed on the entire library and parking site to the 10,775 square foot parking lot at 56 MacNab Street South.

Yours very truly,

D. W. Vyce
DIRECTOR OF REAL ESTATE

MCJW/it

c.c. Mr. W. H. McFarland, City Treasurer
Mayor J. A. MacDonald

February 2, 1978

Mr. R. S. Cartmell,
Secretary-Treasurer and
Business Administrator,
The Board of Education for
the City of Hamilton,
100 Main St. W.,
Hamilton, Ontario.

RECEIVED
JUL 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Dear Mr. Cartmell:

Re: East Mountain Branch Library

Mr. Penner was in touch with me yesterday concerning the discussions which took place at the Liaison Committee meeting recently respecting the possibility of the City, the Library Board and the Board of Education considering the development of a library facility as part of an educational complex, this being an alternative to a separate parcel of land being acquired, or a parcel of City-owned land being retained specifically for library purposes.

You will recall that during the discussions, reference was made to the suggested operation of recreation centres attached to educational complexes throughout the City and it was suggested at that time that possibly a similar arrangement could be made which would permit library facilities to be made available to our citizens.

It may well be that such a facility could be located as part of a Board of Education facility, or a Separate School Facility. However, at the meeting, if you will recall correctly, it was indicated that the Board of Education for the City of Hamilton would like to consider this proposal.

I am sending over with this letter a map that was prepared by the Planning Department indicating the present and future school sites in the East End of the Mountain. I understand that there is a meeting of the Committee of your Board tonight to consider this matter, and this plan may be of some assistance to your Committee members. No doubt, if this suggestion is to be investigated further, it would be of assistance to your Board, the Library Board and the City for officials representing each Board to meet to discuss the ramifications of such a proposal.

February 1, 1978

Mr. R. B. Corbett,
Library Director and
Business Administrator,
The Board of Governors for
the City of Hamilton,
100 King St. W.,
Hamilton, Ontario.

Dear Mr. Corbett:

Re: East Mountain Branch Library

Mr. Power was in touch with us yesterday concerning the discussion which took place at the Library Committee meeting recently regarding the possibility of the City, the Library Board and the Board of Education undertaking the development of a library facility on part of an abandoned cottage, this being an alternative to a private parcel of land being acquired for a rental of \$100,000 per year before being specifically for library purposes.

You will recall that during the discussion, reference was made to the suggested location of a new library building on an abandoned cottage on the east side of the City and it was suggested at that time that possibly a similar arrangement could be made which would permit library facilities to be made available to our citizens.

It may well be that such a facility would be located on part of a Board of Education facility or a private facility. However, at the meeting, it was well known that it was indicated that the Board of Education for the City of Hamilton would like to consider this proposal.

I am sending over with this letter a map that was prepared by the Planning Department indicating the general location of the proposed library on the east side of the City. I understand that there is a meeting of the Committee of your Board tonight to consider this matter, and that you may be of assistance to your Committee members. We would, of course, be interested in the investigation further, it would be of assistance to your Board, the Library Board and the City for officials representing each board to meet to discuss the possibilities of such a proposal.

At one time, the Board of Education site located on the North-east corner of Stone Church Road and Upper Gage Avenue was considered by the Library Board. However, you will recall that the City of Hamilton has expressed an interest in acquiring this property for other purposes and is still interested in acquiring this parcel.

Yours very truly,

J. R. Jones, Secretary,
Board of Control.

JRJ:bc

c.c. Mayor John A. MacDonald
Mr. John Penner, Board of Education
Mrs. Judith McAnanama, Acting Chief Librarian

K. A. ROUFF
CITY SOLICITOR



YOUR FILE NO.

REPLY ATTENTION:

OUR FILE NO.

FEB 3 1978

30-2.10

THE CORPORATION OF THE CITY OF HAMILTON
OFFICE OF THE CITY SOLICITOR

CITY HALL
HAMILTON, ONTARIO
L8N 3T4

TEL. 527-0241

February 2, 1978.

Mr. Anthony Butler,
Architect,
11 Dundurn Street North,
HAMILTON, Ontario.
L8N 3C3

RECEIVED
OCT 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF THE CITY OF HAMILTON

Dear Sir:

Re: Hamilton Central Library and Farmers'
Market - General Contract Documents

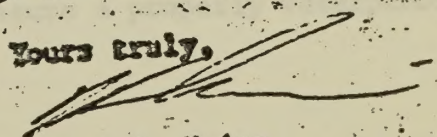
Your letter of February 1, together with the contract documents for Bid Package No. 2 was received by us at 3 p.m. today.

I note from your letter that Bid Package No. 2 is expected to be placed on tender this Monday, February 6, 1978.

It is unfortunate that since our meeting with you and Mr. Phillips on January 11, 1978, concerning the general contract documents, which we understood were to be used for Package No. 2 and all future contracts to be awarded in connection with the Hamilton Central Library and Farmers' Market, that a revised contract document for our consideration was not forwarded to us until today. Needless to say, the receipt at this late date of your revised documents, which we understood on January 11, would be prepared, and forwarded to us, by you shortly after our meeting, places us in a difficult position, in that it does not permit us sufficient time to review this rather bulky document.

I am sure that you will agree that this has resulted in an unsatisfactory arrangement. I accordingly, would ask you for your co-operation in providing us, in the future, with sufficient time by forwarding the necessary contract documents to us well in advance of the date on which the contract is expected to go to tender.

Yours truly,


Werner W. Haiss,
for K. A. Rouff,
City Solicitor.

WWH:cam
C.C. Controller P.O. Valeriano
C.C. Alderman R. Wheeler
C.C. Mr. W.L. Phillips, City Engineer
C.C. Mr. J.R. Jones, Secretary, Board of Control ✓

W.L. PHILLIPS
B.A.S.C., M.E.I.C., P.ENG.,
CITY ENGINEER
AND
CO-ORDINATOR
LLOYD D. JACKSON SQUARE



REFER TO FILE NO. 301-0008.17

ATTENTION OF C. Earle

YOUR FILE NO.

THE CORPORATION OF THE CITY OF HAMILTON

DEPARTMENT OF ENGINEERING
CITY HALL, HAMILTON
L8N 3T4

3 February 1978

Mr. Chairman and Members,
Board of Control.

Re: Central Library and
Farmers' Market Waterproofing

RECEIVED
OCT 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Members of the Board:

The Architects for the above project are currently preparing design drawings involving the waterproofing of the structure. Part of the overall design of the building incorporates a large concrete water reservoir which is used for heating and cooling of the complex. This reservoir is to be located under the lowest floor (Market Level) and will experience very wide temperature variations which places unusual stress upon the waterproofing of the reservoir. In addition, the ground water level, during certain periods of the year may be at a higher elevation than the bottom of the reservoir. For these reasons, the waterproofing of the reservoir may be considered to require an expertise in excess of the normal design requirements of the structure and, therefore, not included in the standard architects agreement.

The cost of employing a special consultant, knowledgeable in economical alternative methods of waterproofing would not exceed \$2,500.00 and would ensure a properly waterproofed building at the lowest cost.

RECOMMENDATION

We respectfully recommend that the City Engineer be directed to direct Anthony Butler and Associates to employ a specialized waterproofing consultant to aid in the design of the waterproofing of the Central Library and Farmers' Market at a cost not to exceed \$2,500.00.

Respectfully submitted,

City Engineer and
Co-ordinator, Lloyd D. Jackson Square.

CE:jb

c. c. Controller I. Stout

Not enough protection in contracts, Rouff says

By KEN CAMPBELL
Spectator Staff

CONTRACTS FOR the construction of the \$10 million library-market should include a clause to ensure the city doesn't get stuck with any sub-standard work, says city solicitor Ken Rouff.

But board of control has decided the clause is not necessary.

Mr. Rouff said the contracts recommended for use by the architect are drawn up by the professional associations for architects and contractors.

He said it was obvious these bodies are concerned with protecting their members.

The city has to be concerned with protecting its interests, Mr. Rouff told the controllers.

He said the architect had agreed to include nine of 10 changes he had requested. The one he failed to get an agreement on would require contractors to be responsible for infractions of the building code they might commit.

Not obliged

Mr. Rouff said the contract as put forward does not oblige the contractor to verify that the work was in accordance with the building code.

Architect Tony Butler told the controllers this is his responsibility as the designer of the building.

Asked what insurance he has to guarantee the correction of any design errors in the project contrary to the building code, Mr. Butler said he has \$25,000 worth of insurance.

He said this is not the limit of liability and his firm will have to make good for any error on their part above and beyond that.

Alderman Henry Merling said there is no guarantee the firm will still be in existence if and when a problem might crop up. It would be better for the city if both the contractor and architect were responsible, he said.

Pay in advance

It was also pointed out that the architect's fee is paid in advance of the completion of the project.

Mr. Merling pointed to a problem in Burlington where the taxpayers are being asked to pay \$100,000 because of "mistakes" in a renovation project at Joseph Brant Memorial Hospital.

In that case the architectural firm agreed to pay \$100,000 because of the mistake, the Halton region will come up with \$100,000 and the province has agreed to pay the balance.

Mr. Merling reminded board of control that Hamilton has lost close to \$1 million because marble fell off city hall shortly after it was built.

He said in that case the contractor blamed the architect and visa versa.

A hearing had been held on the matter and Judge Theo McComb who conducted that hearing found defective anchors holding the marble on to the building were responsible. This aspect of the building had been the responsibility of the contractor.

Another costly experience, where it was impossible for the city to recover damages, concerned the SWARU (solid waste reduction unit) where part of the building collapsed before construction was completed. Since completion, the city and region have spent millions of dollars unsuccessfully attempting to get the garbage processor to work.

Just across the street from city hall is the city's new \$6 million parking ramp which has already developed leaks, noted Mr. Merling.

Another example is the old parking ramp behind the T. Eaton Co. store on James Street North. The parking ramp is falling apart, he said.

Board of control, however, rejected the argument that the clause is needed in the contracts. Controller Pat Valeriano voted against the majority decision.

Mayor Jack MacDonald said it doesn't make sense to require a contractor to be responsible for ensuring his work is within building regulations.

He said the architect is responsible for ensuring that the building had been designed in accordance with the code.

Mr. Butler said the proposed contract did provide a clause that required the contractor to report any apparent violations of regulations before they took place and was to be held responsible if he "knowingly" failed to do so.

Mr. Merling said after the meeting it is almost impossible to show someone's intentions or whether they have "knowingly" done anything.

SPECTATOR

FEBRUARY 9, 1978

RECEIVED

OCT 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

February 13, 1978

FEB 16 1978

Mayor John A. MacDonald
Corporation of the City of Hamilton
City Hall - 71 Main Street West
Hamilton, Ontario L8G 1G2

Re: Bid Package No. 2
Central Library / Farmers' Market

Dear Sir:

Since these tenders are addressed to you, it is important that you understand the import of the tender documents. Also, because of your past personal knowledge of the contracting business, we feel that you will understand and/or agree with our objections.

In reviewing the contract documents, your legal department has removed, revised or altered the Canadian Standard Construction document CCDC-12 (1974), in as many as Eighteen (18) or more times.

These revisions have substantially reduced and in some cases eliminated the general and sub-contractors' legal and moral rights.

CONTINUED . . . 2

Mayor John A. MacDonald

February 13, 1978

RECEIVED

OCT 25 1978

Because the revisions are too numerous to list, it is suggested that a meeting be called immediately (unless the tender date is extended) with the general contracts bidders, through the Hamilton Construction Association, General Contractors section.

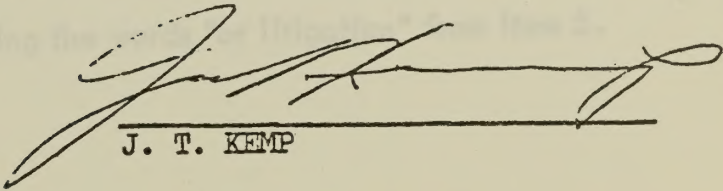
LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

It is suggested that unless some satisfactory contract revisions are made, that the bidders will either alter their bid to delete the objectionable clauses or refrain from tendering.

Your comments will be sincerely appreciated.

Yours very truly

JAMES KEMP CONSTRUCTION LIMITED


J. T. KEMP

JTK:bc

c.c. Mr. H. Clohecy

W.F. Cooper, P.Eng.
President

WTC/m

Mr. J.B. Jones, Secretary, Board of Control
Mr. E.M. Morrow
Mr. J.A. Bathons
Mr. P.O. Veloceros
Mr. L. Stort
Mr. Anthony Butler
Mr. G. Canoeing, President, O.G.C.A.

FEB 15 1978

February 15th, 1978

Mayor John A. MacDonald
Corporation of City of Hamilton
City Hall
71 Main Street West
Hamilton, Ontario
L8N 1G2

RECEIVED

FEB 25 1978

LEGAL DEPARTMENT
CITY OF HAMILTON

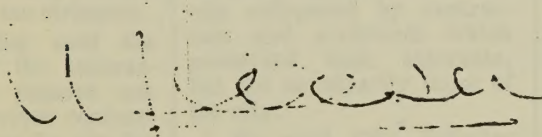
RE: HAMILTON CENTRAL LIBRARY AND FARMERS' MARKET
BID PACKAGE NO. 2

Dear Mayor MacDonald

On review, we note that our letter of February 10th on the subject of the general conditions for the above contract contains one inaccuracy. Item 5 states that the deletion of GC16 removes arbitration or litigation in the settlement of dispute; this is of course incorrect, as litigation is still available.

Kindly amend our letter by deleting the words "or litigation" from Item 5.

Yours very truly


W.P. Cooper, P.Eng.
President

WPC/mp

cc: Mr. J.R. Jones, Secretary, Board of Control ✓
Mr. R.M. Morrow
Mr. J.A. Bethune
Mr. P.O. Valeriano
Mr. I. Stout
Mr. Anthony Butler
Mr. G. Cumming, President, O.G.C.A.

Feb 15, 1978

SPECTATOR

Builders try to demoralize city: Merling

By KEN CAMPBELL
Spectator Staff

A CONCERTED attempt to demoralize the city into watering down essential guarantees in contracts appears to be in full swing, says Alderman Henry Merling.

Mr. Merling made the charge at council last night following letters by at least two city general contractors and a phone call from another complaining that conditions imposed in city contracts for work on the \$11 million library-market complex were too stringent.

Mr. Merling said the issues which the contractors want to remove are intended to prevent contractors from taking the city for everything they can get and then lumping the city with a defective building.

He said contractors were unwilling to face the fact that people putting up money for expensive buildings wanted guarantees that the work would be done properly.

He said times had passed them by and that they should recognise, as the automotive industry had found out, that defects in workmanship or specifications were something they would have to answer for.

In particular issue was a clause in the city contract form which called for a contractor to be responsible for any violation of the building code he might commit.

In the city contract, it is to the contractor to not if work he is performing violates the building code — and if it does to insist changes in the design be made.

Controller Pat Valeriano raised the issue at city council last night.

Essential

He said he felt it essential that council be informed that the clause in question was deleted by board of control — against his wishes.

In the past, work done for the city had been based on a standard contract form worked out by the city, he said.

He said, however, Anthony Butler, the architect for the library-market, brought his own contract form to the city composed by contractors and architects which protected their interests, but not necessarily those of the city.

He said City Solicitor Ken Rouff was not happy with the contract and provided the architect with a written list of changes required.

Mr. Valeriano said Mr. Rouff had the impression the changes had been agreed to by Mr. Butler and that Mr. Butler would return with a revised document.

But Mr. Valeriano said Mr. Butler returned the revised contract to the city solicitor 21 days later at 3 p.m. on a Thursday afternoon — and informed him that the contract would have to go out on the Monday.

He said this left Mr Rouff with only a few hours to look over what had apparently taken the architect 21 days to revise.

On top of this the revised contract form failed to alter close to 20 changes which Mr. Butler had been requested to make, said Mr. Valeriano.

He said the board asked Mr. Rouff to get together with Mr. Butler to make adjustments so that all the city guarantees were included in the contract — except the one dealing with the building code. Board of control agreed with the architect to leave it out.

Mr. Valeriano said this would affect more than 40 different contracts on the market-library complex.

He suggested letters from Cooper Construction Company and James Kemp Construction Ltd. appeared to have been sent to panic the city "and I don't think we should be panicked. The contractors are looking to protect themselves."

11th hour

Alderman Ted McMeekin said it frightened him to hear that contractors in the city might be reluctant to bid on a contract because they were worried the architect might have done something to make it difficult for them to comply with the building code.

He said he understood the clause was there to protect the city and allow the blame for errors to be squarely placed.

Feb 15, 1978

- SPECTATOR -

Spectator Feb. 15, 1978

Merling warns council of weak contracts

By KEN CAMPBELL
Spectator Staff

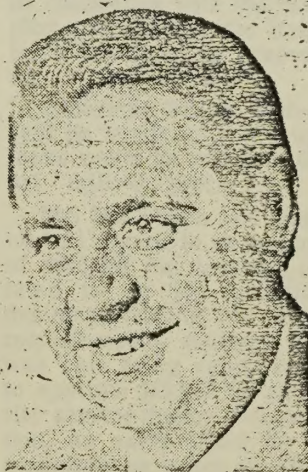
A CONCERTED attempt to demoralize the city into watering down essential guarantees in contracts appears to be in full swing, says Alderman Henry Merling.

Mr. Merling made the charge at council last night following letters by at least two city general contractors and a phone call from another complaining that conditions imposed in city contracts for work on the \$11 million library-market complex were too stringent.

Mr. Merling said the clauses which the contractors want to remove are intended to prevent contractors from taking the city for everything they can get and then lumping the city with a defective building.

He said contractors were unwilling to face the fact that people putting up money for expensive buildings wanted guarantees that the work would be done properly.

He said times had passed them by and that they should recognise, as the automotive industry had



HENRY MERLING

found out, that defects in workmanship or specifications were something they would have to answer for.

In particular issue was a clause in the city contract form which called for a contractor to be responsible for any violation of the building code he might commit.

In the city contract, it is up to the contractor to notice if work he is performing violates the building code — and if it does to insist changes in the design be made.

Controller Pat Valeriano raised the issue at city council last night.

He said he felt it essential that council be informed that the clause in question was deleted by board of control — against his wishes.

In the past, work done for the city had been based on a standard contract form, worked out by the city, he said.

He said, however, Anthony Butler, the architect for the library-market, brought his own contract form to the city composed by contractors and architects which protected their interests, but not necessarily those of the city.

He said City Solicitor Ken Rouff was not happy with the contract and provided the architect with a written list of changes required.

Mayor Jack MacDonald said board of control was to meet today on the issue and that it could well come to a meeting of council to solve the problem.

SPECTATOR

FEBRUARY 15, 1978

Extras add \$ to library

LUMP SUM requests for "extra" funding for the city's library-market complex are worrying city aldermen.

Last night council members expressed reservations about more than \$70,000 in expenses requested for work in connection with the complex even before the building's basement is excavated.

Alderman Bill McCulloch said he wondered how much more would be added to the \$11 million price.

Mr. McCulloch said council had agreed to an amount of \$200,000 for services related to the job including draining, fencing and other miscellaneous matters but was now being called upon to approve \$53,942 for security service during construction, an extra \$2,500 for consultant on water-proofing and \$11,978 for soil tests.

"Surely the general contractor should be responsible for all this," he said.

City engineer Bill Phillips said in a normal contract this would be so.

But the city had decided to use the construction management system where there was no general contractor and no over-all contract package. The city therefore had to provide these things itself.

He said all the items mentioned by Mr. McCulloch would be within the total \$11 million contract.

At the time architect Anthony Butler recommended construction management to the city, he suggested it would allow the construction to proceed faster and ultimately the city could construct the building more cheaply.

Alderman Reg Wheeler says he is keeping an eye on the spending on the building because he believes the city could end up losing "a packet" through the construction management method.

THE SPECTATOR
FEBRUARY 15, 1978

Spectator Feb 15 1978

THE SPECTATOR

FEBRUARY 17, 1978

Special council meeting set

Feb. 17/78

A SPECIAL meeting of city council has been set for 5 p.m. Monday in an attempt to end the controversy over contracts for the \$11 million market-library complex.

Contractors object to the wording in the contracts and claim they are biased against the contractors.

Initially, city lawyers objected to the proposed contract form submitted by the architect because they felt it was stacked against the city.

That contract form had been compiled by the contractors and architects associations and the city solicitor argued that the form ensured total protection for the contractors and architects — but left the city in the cold.

Controller Pat Valeriano raised the issue at council this week because a clause to protect the city was deleted from the final contract form by board of control.

A delegation from half-a-dozen of the city's top contracting firms appeared before board of control Wednesday to complain about the contract terms.

Rather than discuss the matter at that time, Mayor Jack MacDonald called the special Monday meeting of the full council.

Mayor grills Rouff in war of wording

HEATED CROSS-examination of city solicitor Ken Rouff by Mayor Jack MacDonald dominated a special meeting of city council last night.

The meeting was called to decide whether the city has enough protection — or too much — in contracts for the \$10 million library-market building now being put out for tender.

Nothing was resolved and the problem was sent back to board of control.

Some contractors say they will not bid on the project unless the wording of the contracts is changed. Mr. Rouff wants several protective clauses in the contracts.

Mr. Rouff repeatedly told the mayor he was giving advice to protect the city's

interests but if council did not wish to take that advice, that was up to them.

He protested the mayor was making him out to be a "hoary monster" and added he did not wish to be placed in a bear pit on the matter.

"This is a bear pit, I am going to find out what you are saying," the mayor told Mr. Rouff.

He said it wasn't just a case of Mr. Rouff being able to say "I think it would be nice" but then not wanting to be involved in the decision.

Controller Ian Stout told the mayor he was getting tired of the heated dialogue between the mayor and the city solicitor.

A few members of council applauded and the mayor apologized for having abused his position as chairman of the meeting.

Alderman Reg Wheeler described the performance by the mayor as an "onslaught to get Rouff's head....it was absolutely juvenile. I couldn't believe it was happening in the council chamber."

Alderman Pat Ford said she agreed with this description of the encounter but at the same time felt the council meeting over the contract terms was unnecessary. She felt the board of control should have handled the matter better.

Contractors, backed by some council members, took the position they are a responsible group of businessmen and that the protective clauses for the city were heavily biased against them and would hold them responsible for design matters which should be the responsibility of the architect.

They argued a contract which put so much responsibility on the contractors would end up costing more as the contractors built in a protective cushion to allow for the amount of guarantee demanded.

Mr. Rouff said his caution in the matter arose from the series of problems the city has had in the past.

He listed the leaky city hall roof, the leaking underground car park, and the Solid Waste Reduction Unit (SWARU) as examples.

He said a two-year maximum warranty, sought by the contractors was not sufficient to catch latent defects.

JOURNAL

SPECIAL HAMILTON EDITION

Wednesday, February 22, 1978

*The Journal
Special Hamilton
Edition Feb. 22/78*

Mayor argues on contractors' side for library contract

By KEVIN MARRON

"That's a lot of horse manure", said Hamilton alderman Reg Wheeler at the end of a long meeting at which city council had been following intricate arguments about the terms of the contract to be tendered for the construction of the \$10 million library and farmers' market. Local contractors' had been objecting to some of these terms, which they see as weighted in favor of the city, and had suggested that they would not be prepared to bid unless these terms were changed.

Rising on a point of privilege, Mr. Wheeler made that observation in reference to Mayor Jack MacDonald's assurance that a decision on the matter will not rest solely with the board of control. Although the mayor pointed out that a decision on such a matter rests with the board of control, he added that "no action could be taken without council approval."

Council had been discussing point by point a number of objections to the proposed contract listed in a letter to the mayor from W.P. Cooper of Cooper Construction Company. Mr. Cooper was acting as spokesman for a delegation of ten representatives of the local construction industry. The meeting had to be adjourned, however, before all the points had been covered because there was another meeting scheduled. When the mayor announced that the decision would be made by the board of control on Wednesday, Mr. Wheeler questioned the value of council's deliberations.

"That means that this meeting was unnecessary and we shouldn't be here at all", he said.

"BIASED"

The meeting had been largely taken up by a presentation from the contractors, who described the contract as "a flagrantly weighted and biased document", and a dialogue between the city solicitor Ken Rouff, who said the contractors' comments were inflammatory, and Mr. MacDonald who argued energetically with Mr. Rouff's point of view.

"Your answers only serve to fog the situation", Mr. MacDonald told Mr. Rouff, whose presentation he had interrupted several times.

"I didn't think I'd have to argue with the mayor", responded Mr. Rouff.

"I don't think I should be put in a position where I have to justify everything", Mr. Rouff said later when the mayor interrupted him again. "I don't want to be placed in a position where I am a defendant. I am being placed in a position as if I am a hoary-headed monster."

When alderman Bill McCullough suggested that the mayor was acting as spokesman for the construction representatives, Mr. MacDonald explained "I have spent my whole life reading and working on this area."

"A SAD PARODY"

"It is difficult to understand why a widely accepted and respected document such as the Canadian Standard Construction Document, a comparatively recent result of years of in-depth, point-by-point discussion and debate by expert representatives of all parties to a construction contract, from all parts of Canada, should be so mutilated and warped by the city of Hamilton. Your document is a sad parody and reflects an attitude of mind that knows nothing of fairness and equitability in a construction contract", said Mr. Cooper in a letter to the mayor.

The project is to be done under a site management system in which the city will co-ordinate the work of different contractors hired for different aspects of the job. The contract which is now a point of contention is for the main construction work. Some work on the site has already begun and it is important that there is not a major delay before the construction begins as this would mean that the economic benefits of this system would be lost.

Under the city's contract the city would not guarantee to reimburse the contractor for delays which might be caused by other contractors working on the job. The contractor would be liable for "latent defects" which might be discovered in the construction of the building after the warranty has expired and it would be his responsibility to see that work on the building conforms to the building code and other regulations.

"That's an impossible undertaking for any sainted person", commented Mr. MacDonald. "There aren't any people who know everything about everything."

Mr. Rouff explained that the city engineer and himself had agreed to the contract terms in the light of their past experiences, particularly with the city hall which was the subject of an inquiry 10 years after it was built because of latent defects in the construction. The contractor will still be adequately protected under common law, Mr. Rouff said.

Mr. Cooper said that his company would not be prepared to bid on the contract in its present form and Mr. MacDonald said he had received similar indications from other contractors.

"We'll be in a bind if they can't bid", Mr. MacDonald said.

"Have you tried", asked Alice Ritchie, who suggested that the contract should go to tender.

"If we open up the bids and find that there are only two bids and neither of them from Hamilton people then it would be a little late to express concern", replied Mr. MacDonald.

FROM THE OFFICE
OF THE
EXECUTIVE ASSISTANT
TO THE
MAYOR

February 24, 1978

RECEIVED

OCT 25 1978

MEMO TO: Mayor John A. MacDonald
FROM: J. R. Jones

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

You indicated while we were in Toronto that you would like to be reminded about speaking to the members of the Public Library Board concerning the release from the Library Board of any rights concerning the future of the property at the Main Street Branch, including the area to the south which is being used for parking at the present time.

You will recall that I indicated that the Terryberry property is deeded to the Public Library Board and this is to my knowledge the only property that has been acquired by the City for Library purposes and is not registered in the name of the City. I believe this was done because of pressures brought to bear by Charlie Brisbin and also Fritz Wigle, a member of the Board.

Possibly they should be advised that it is the wish of the City that the Terryberry property be conveyed to the City and also that we secure a release from any rights with respect to the main public branch and the parking lot to the rear in view of a commitment being made by the citizens to construct the new public library on Merrick Street.

J. R. Jones,
Executive Assistant to the Mayor.
JRJ:bc

City projects seem plagued by problems

Feb 25/78

CONSTRUCTION PROBLEMS have plagued city projects for years.

Now, says Alderman Henry Merling, politicians will shy away from embarking on anything new without substantial guarantees that they are not going to be stung again.

Council members now seek iron-clad guarantees to block loopholes which might let contractors, architects, consultants or sub contractors off the hook should problems develop with their work.

Examples of the problems faced by the city and which have led to what may look like an inordinate requests for protection are:

- Leaks in the roof of city hall.
- Marble slabs falling from the city hall facing.
- Leaks in the new underground car park.
- Massive problems with the Solid Waste Reduction Unit (SWARU).

Mr. Merling says SWARU never ran properly and has cost the city millions to keep up and repair.

He said investigations showed initial problems with ceiling beams at the plant and construction faults were clearly assigned to the contractor, designer and sub contractor. However, Mr. Merling said, three workmen were injured in accidents at the site and the city wound up the long-term loser.

The case is classic in that the consultants were said to have "grossly under designed" some beams, the fault was also put on the shoulders of the sub contractor who should have brought the error to the attention of the engineer.

More blame

A consultant called in by the city to examine the problem further blamed the contractor because he was responsible for shop drawings, even though the drawings were approved by the consulting engineer.

The errors meant lengthy delays for the SWARU project, resulted in threatened actions against the city by Pigott Construction, the contractors on the project, and the need to dismantle part of the structure in order to rebuild.

Another example: The falling marble facing on the then new city hall building and the difficulty the city had in attempts to collect damages from the contractor.

City solicitor Ken Rouff has told council one of the main difficulties was that the architect in the case had signed certificates of acceptance of the work because he couldn't see the defects which were hidden by the marble sheathing.

It was eventually determined that the steel pins used to fix the marble to the building had not been designed to specification.

Mr. Rouff said he wished to protect the city from having to bear the brunt of costs to cure these types of latent defects and defects caused by improper specifications.

He said a two-year maximum warranty being sought by the contractors was not sufficient to catch latent defects.

SPECTATOR

FEBRUARY 25/78

8 The Spectator, Saturday, February 25, 1978

Valeriano won't bend to boycott

A THREATENED boycott by contractors of the city's \$11 million market-library project should be met head-on, says Controller Pat Valeriano.

The city should not bend to pressure but should continue its contracting process with the documents which have already been approved and put out to tender, he said.

At a special council meeting last Monday, some city contractors said they would not bid on the market-library project unless terms in the contract which they regard as unfair are removed.

If they did bid, some said they would include substantial allowances to protect themselves.

Council failed to resolve the matter, however, and board of control will meet Monday to try and decide whether the city has enough protection — or too much — in contracts.

Mr. Valeriano told board of control this week the city could reject any bids that were too high.

"We can try another bid in Toronto or somewhere else to find contractors willing to accept the city's terms and stand by their work," he said.

Mr. Valeriano criticized comments by Mayor Jack

MacDonald and Controller Jim Bethune who say the city's contract forms are too hard on the contractors by requiring them to make unnecessary guarantees.

"All I see here is concern for the contractors," he said.

He said the city has previously used good contracting documents without any argument.

"If board of control recommended we go back to those standard city forms, I'd vote to go along with that," he said.

He pointed out the architect for the building had introduced the new form — with modifications put in by the city — which had been written by architects and contractors themselves.

Mr. Valeriano said the city had been stung before on contracts for the SWARU incinerator, the city hall building, and Hamilton Place.

But Mr. MacDonald said the document sought by the contractors had sufficient guarantees to cover city interests even before changes were put in by the city solicitor.

He said clauses which held contractors responsible for latent defects in their work for as long as 20 years were unreasonable.

SPECTATOR
FEBRUARY 25/78

12 FEB 25 1978

Council yields to criticism from builders

Special to The Globe and Mail

HAMILTON — The city has revised the terms of its proposed contract for the construction of a \$10-million library and market building in response to criticism from local contractors.

"I think we have come a long way towards resolving our differences," Mayor Jack MacDonald said after a board of control meeting yesterday at which a number of changes in the contract were made.

W. P. Cooper, spokesman for a group of contractors who objected to the city's document, described the revised terms as "an improvement." Asked if he would be prepared to bid on the basis of the revisions, he said he would have to review the new wording with a lawyer. "But I am more confident than I was a week ago."

The new terms provide for the arbitration of disputes between the city and the contractor, but allow either party to resort to legal proceedings if it finds arbitration unsatisfactory.

City solicitor Ken Rouff said he was concerned that arbitration could involve "a saw-off which would take away common law rights and compromise the public interest."

The contractors had strongly opposed a latent defect clause, assigning responsibility to the contractor for faults in construction discovered after the warranty period expires. The board of control removed this clause, but included a stipulation that common law rights should not be abrogated. Mr. Rouff said that the city could sue for compensation for latent defects under common law.

GLOBE + MAIL

FEBRUARY 25, 1978

March 4/78

Mass walkout ends contracts meeting

By KEN CAMPBELL
Spectator Staff

CONTRACTORS LOST four to one last night in a council scrimmage over legal wording of the city's \$11 million market-library contracts.

The loss brought a mass walkout and threatened boycott by contractors who had occupied spectator seats during more than half the four-hour special council meeting.

And Mayor Jack MacDonald charged the contract documents make it impossible for good contractors to bid.

He suggests "strong wording" in it could kill the project by forcing potential contractors to bid high to cover guarantees required

by the city — or not bid at all.

Alderman Bill McCulloch, one of those who favored the contract wording which had been recommended by city solicitor Ken Rouff, says he's not worried about a threatened boycott.

"I think we've achieved a terribly important breakthrough," he said, explaining that up to now board of control has usually handled the wording of contracts without full council involvement.

He said the contract document which council approved could serve as the basis for future contracts by the city.

"It's important we didn't give away the farm...and we also didn't hurt the contractors," said Mr. McCulloch.

Concessions

He said the contract, in fact, gives some concessions to the contractors which they did not have under previous city contracts.

When the contractors have got over their anger at losing, they will bid on the contracts, he predicted.

"And the proof will be in the pudding. Bids are due to be submitted this month. If some firms don't bid they will have to answer to their shareholders. If they all bid too high, we'll simply throw out the bids," he said.

James Barclay, president of the Hamilton Construction Association, said he had never heard of such ludicrous contract terms. He said his company would not bid on any part of the library-market contract.

"It's unbelievable council could have been swayed by the city solicitor on this matter. We were so shocked and dismayed we walked out. It was a spontaneous walkout," he said.

He said he knew some other contractors felt the same way but said there is not an organised boycott.

He said he and the others had walked out after council agreed to hold contractors responsible for design errors.

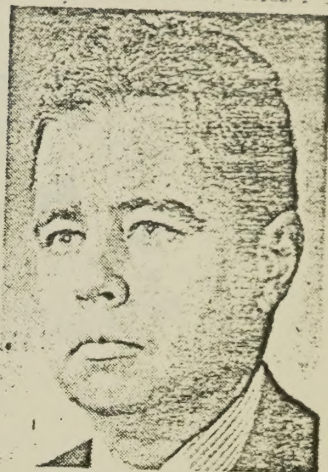
"I've never heard of such a thing. They are paying the architect \$800,000 to do that."

During the debate contractors won the inclusion of a clause that the city will reimburse them for losses due to delays that are not their fault.

They lost:

- Contract rights to allow them to terminate their contracts or walk off the job if the city goes bankrupt, work is stopped for 30 days or if the architect refuses to issue a certificate of payment or the city fails to pay for work completed.

- Their bid to include a clause restricting their liability over the design.



JAMES BARCLAY
'Ludicrous terms'

- Their bid to have a clause removed which calls for them to be responsible for latent defects in the building which might occur after the two-year guarantee period.

- Wording which would relieve them of liability for damages resulting from errors or omissions in the contract documents.

THE SPECTATOR

MARCH 4, 1978

E. A. SIMPSON
CITY CLERK

K. E. AVERY
DEPUTY CITY CLERK



CITY HALL
HAMILTON, ONTARIO
L8N 3T4
TEL. 527-0241

THE CORPORATION OF THE CITY OF HAMILTON

OFFICE OF THE CITY CLERK

March 6, 1978

RECEIVED
OCT 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Mr. J. R. Jones,
Secretary,
Board of Control.

I am forwarding herewith copy of Contract No. E-78-1 (LM), Addendum #2, dated March 1, 1978, which was presented to City Council at a special meeting held on Friday, March 3, 1978.

The amendments made by the Council (four in all) are marked by asterisks.

EAS/cg
Frwd.

City Clerk.

cc: Mr. W. L. Phillips,
City Engineer.

Mr. K. A. Rouff,
City Solicitor.

Mr. T. Bradley,
Director of Purchasing.

The Commission on the Civil Service

Report of the Commission

The Commission on the Civil Service, created by the Civil Service Reform Act of 1938, has the honor to submit to the President and the Senate its report on the progress of its work during the past year.

The Commission was organized on July 1, 1938, and has since that time been engaged in a study of the civil service system as it exists in the Federal Government.

The Commission has held numerous public hearings and has received many suggestions from interested persons. It has also conducted extensive research into the various problems connected with the civil service.

The Commission believes that the present civil service system is fundamentally sound, but that it needs to be reformed in certain respects. It recommends that the following changes be made:

- 1. The establishment of a Civil Service Commission, independent of the Executive branch, to oversee the entire civil service system.
- 2. The creation of a Civil Service Board, composed of representatives of the various departments, to advise the Commission on matters of internal departmental administration.
- 3. The improvement of the methods of selecting and promoting civil servants.
- 4. The improvement of the methods of disciplining and removing civil servants.
- 5. The improvement of the methods of determining the salaries and allowances of civil servants.

CONTRACT NO. E-78-1 (LM)

ADDENDUM #2.

1 March 1978

Bid Package No. 2 - Concrete Footings

Note: Amendments to General Conditions will be issued to bidders as soon as ratification from Board of Control is received. A new tender closing date will also be established at that time.

This Addendum shall be incorporated in the Specifications and shall form part of the Contract Documents:

Amendments to DRAWINGS

Drawing 7.2 - Foundation Plan

1. Delete footings F1, F49, F50 and F51.
2. There will be an earth ramp constructed by the Trade Contractor working on Bid Package No. 1, Bulk Excavation and Shoring. The ramp will be for vehicle access and located as shown on attached drawing no. SK-1/1 dated 24 February 1978 for information only.
3. Footing F2: Change T/F 301'-9" elevation at column A10 to read T/F 300'-9".
4. Footing F9: Change T/F 303'-6" elevation located at column 9F1 to read 303'-0".
5. Footing F14 shall be relocated on column line A2 4'-6" east of column line 10b. Increase size of footing to size F15. T/F shall be elevation 295'-9".
6. Footing F15: Change T/F elevation 299'-0" at grid line B/10b to read T/F 296'-0".
7. Footing F15: A future 14" diameter reinforced concrete column will be located on grid line 8 3'-4" south of grid line D1. Provide a new footing F15 at elevation T/F 301'-6".
8. Footing F27: Change T/F 297'-3" elevation at grid line 11A to read T/F 296'-6".

9. Footing F37: Change T/F 303'-0" elevation located at column 9G to read 302'-6".

10. Footing F45: From footing F2 step down in two steps of 3'-0" each to T/F 294'-9" for footing below existing sewer and east of sewer step up in one step to T/F 295'-9" at grid line 10b and step up in one step to T/F 296'-6" at 7'-0" east of grid line 10b.

11. Footing F46: From footing F2 at column A10 to F2 at column A9, step up in three equal steps as shown from T/F 300'-9" to T/F 306'-10".

12. Footing F47: Change 16'-8" dimension of future reinforced concrete wall to read 16'-6".

13. Footing F54: Change 17'-0" dimension indicating length of footing shown between grid lines 9 and 10 to read 19'-1".

14. Footing F54 shown 4'-2" west of column line 10b shall be relocated 4'-6" east of column line 10b terminating at column footing F14. T/F shall remain at 295'-9".

15. Footing F54: Change T/F 301'-9" elevation located on grid line 10 to read 300'-9".

Change T/F 305'-9" elevation located midway between grid lines 9 and 10 to read 304'-9".

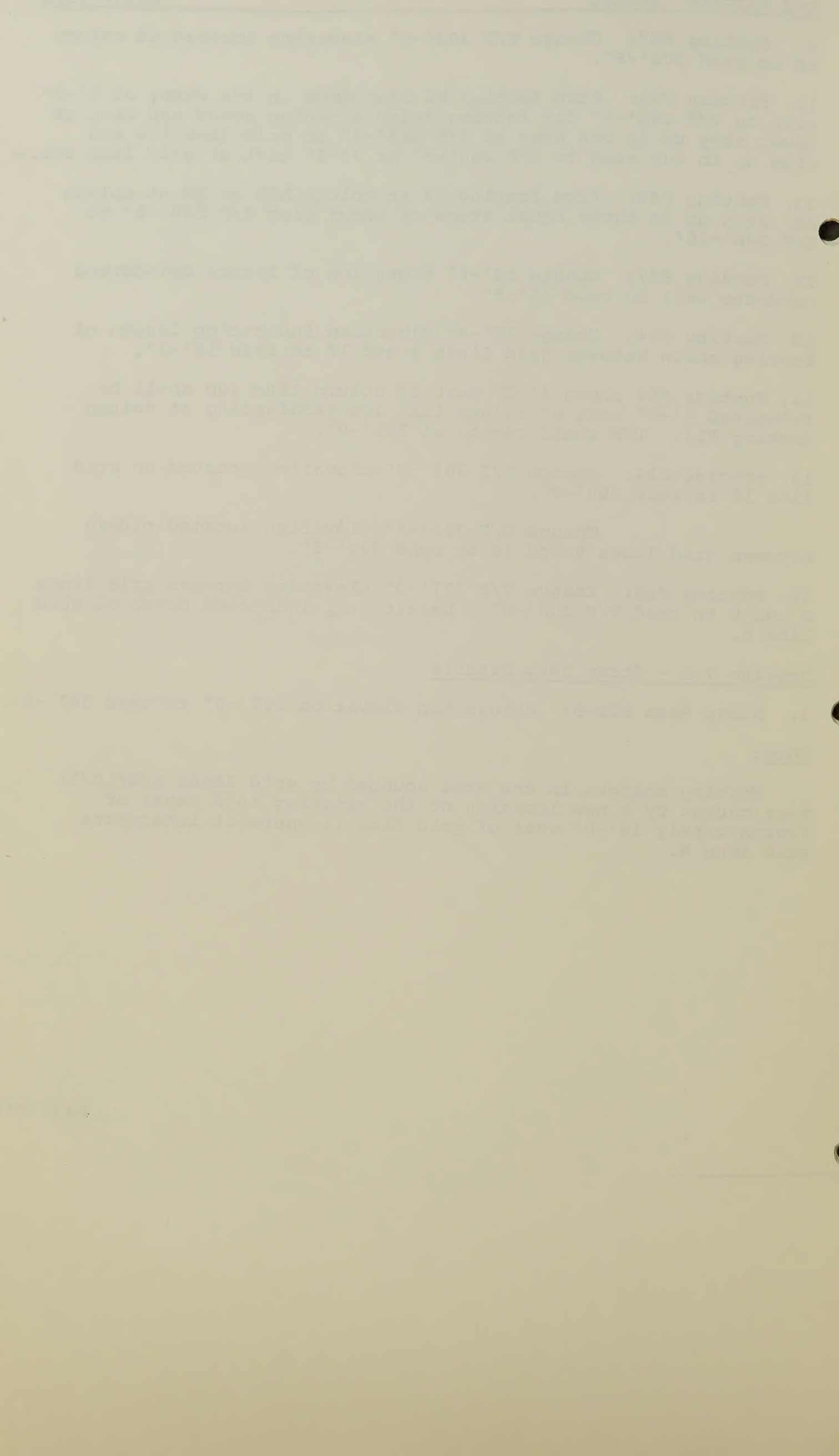
16. Footing F55: Change T/F 297'-3" elevation between grid lines A and B to read T/F 296'-6". Delete step indicated north of grid line B.

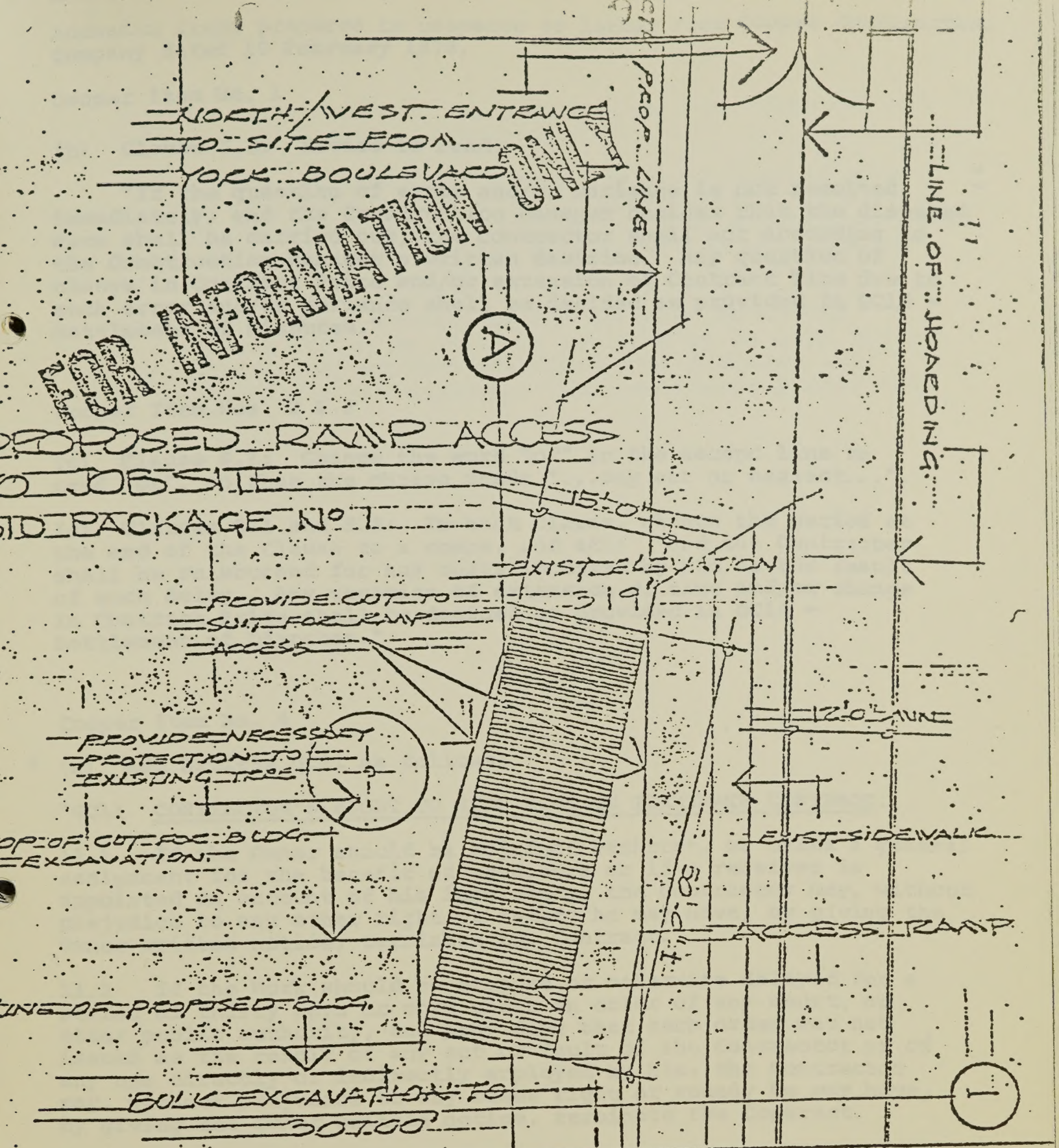
Drawing 7.5 - Strap Beam Details

1. Strap Beam STB-9: Change top elevation 303'-6" to read 303'-0".

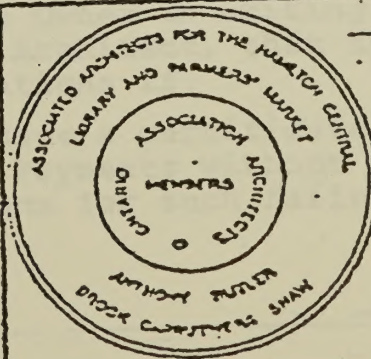
Note:

Footing changes in the area bounded by grid lines A/B/10/11 were caused by a new location of the existing 18"Ø sewer of approximately 18'-0" west of grid line 11 where it intersects grid line A.





HAMILTON
 CENTRAL
 LIBRARY AND
 FARMER'S
 MARKET



DATE 24 FEB. 72

SCALE 1/16" = 1'-0"

DWNSSES. CH'K

PROJECT NO 7521

DRWG.
NO

SK-1
1

Cooper Item No. 1

(b) Clause 7.3: Revise to read:

"If the question of error and/or variance is not resolved immediately, and the Construction Manager decides that the disputed Work shall be carried out, the Contractor shall act according to the Construction Manager's written decision. Any question of change in Contract Price and/or extension of Contract Time due to such error and/or variance shall be decided as provided in GC16 - Settlement of Disputes."

Cooper Item Nos. 2 & 3

(c) Clause 8.1: Change the word "of" in the second line to read "or", so that the phrase reads "...any act or neglect...".

(d) Clauses 8.1 and 8.2: In each Clause, change the period at the end of the Clause to a comma, and add: "and the Contractor shall be reimbursed for any costs incurred by him as the result of such delay. Any question of extension of time and/or change in Contract Price shall be decided as provided in GC16 - Settlement of Disputes."

Cooper Item No. 4

* (e) Add Article GC11 as follows:

"GC11 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT.

11.1 If the Owner should be adjudged bankrupt, or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of his insolvency, the Contractor may, without prejudice to any other right or remedy he may have, by giving the Owner written notice, terminate the Contract.

11.2 If the Work should be stopped or otherwise delayed for a period of thirty days or more under an order of any court, or other public authority, and providing that such order was not issued as the result of any act or fault of the Contractor or of any one directly or indirectly employed by him, the Contractor may, without prejudice to any other right or remedy he may have, by giving the Owner written notice, terminate the Contract.

11.3 The Contractor may notify the Owner in writing, with copies to the Construction Manager and the Architect, that the Owner is in default of his contractual obligations if:

(a) the Architect fails to issue a certificate in accordance with GC23 - Certificates and Payments without providing the Contractor with written reasons for such failure, or amendment.

(b) the Owner fails to pay to the Contractor when due any amount certified by the Architect.

Such written notice shall advise the Owner that if such default is not corrected within five (5) working days from the receipt of the written notice the Contractor may, without prejudice to any other right or remedy he may have, stop the work and/or terminate the Contract.

1.4 If the Contractor terminates the Contract under the conditions set out above, he shall be entitled to be paid for all work performed and for any loss sustained upon products and construction machinery and equipment with reasonable profit and damages."

(f) Add Article GC16 as follows:

"GC16 SETTLEMENT OF DISPUTES.

16.1 In the case of any dispute arising between the Owner and the Contractor as to their respective rights and obligations under the Contract, either party hereto shall be entitled to give to the other notice of such dispute and the matter in dispute shall be decided by the City Engineer. In the event that either party is not satisfied by such a decision, then the parties may agree to submit such dispute to arbitration and may thereupon request arbitration. In the event that either party is not satisfied by the results of arbitration, then either party may seek recourse in the courts.

16.2 Arbitration proceedings or legal proceedings shall not take place until after the performance or alleged performance of the disputed work except:

- (a) when the dispute concerns a certificate for payment,
- (b) where either party can show that the matter in dispute requires immediate consideration while evidence is available,
- (c) in the case of legal proceedings, where the action may become prescribed by reason of delay."

Cooper Item No. 6

** (j) Add new Clause 33.6 as follows:

"The Contractor shall be liable for the proper performance of the Work only to extent that careful workmanship and proper implementation of the Contract Documents will permit and any warranty given respecting the Work and performance shall only be valid so far as the design will permit such performance."

Cooper Item No. 7

*** (k) Change Clause 33.6 to 33.7, and revise to read:

"Nothing in the General Conditions shall restrict the liability of the Contractor arising out of any law in force in the Province of Ontario, and nothing in the General Conditions shall be deemed to abrogate the rights of either party under common law."

Cooper Item No. 8

*** (m) Clause 34.3: Add a second sentence to the Clause as follows:

"The Contractor shall not be held liable for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents."

* Deleted by City Council.

** Deleted by City Council.

*** Clause deleted and replaced with the following:-

"(a) Contractor is liable for damages from defects or deficiencies in work which were or were not apparent prior to expiry of two years of substantial performance, or such longer term as may be specified for certain products or work."

**** Deleted by City Council.

*Back to Bd.
Monday
Darch
13th*

W.L. PHILLIPS
B.A.S.C., M.E.I.C., P.ENG.
CITY ENGINEER
AND
CO-ORDINATOR
LLOYD D. JACKSON SQUARE



REFER TO FILE NO. 301-0008.1*

ATTENTION OF W. L. Phillips

YOUR FILE NO.

THE CORPORATION OF THE CITY OF HAMILTON

MAR 7 1978

DEPARTMENT OF ENGINEERING
CITY HALL, HAMILTON
LBN 3T4

6 March 1978

2(a)
RECEIVED
MAR 25 1978
LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Mr. Chairman and Members,
Board of Control.

Re: Central Library and
Farmers' Market

Members of the Board:

City Council at its meeting held on 3 March 1978 considered the recommendation of the Board of Control respecting Addendum No. 2, dated 28 February 1978, to Bid Package No. 2 for the above-mentioned project. The decision of City Council regarding the wording of the General Conditions is contained in the attached documents which I received from Mr. E. A. Simpson, City Clerk.

It should be noted that Addendum No. 2, dated 28 February 1978, was approved by the Management Committee and subsequently approved by the Board of Control on 1 March 1978. The decision of City Council made significant changes to this Addendum.

As directed by the Board of Control on 6 March 1978, the Management Committee is proceeding to alter the Addendum to conform with the decisions of City Council. In addition, the Management Committee recommends that this tender close at 11:00 a.m. on Monday, 13 March 1978.

On the basis of this revised tender closing date for this Package, the project will be three weeks behind the approved schedule which was established on 9 February 1978.

Furthermore, we must record our extreme concern of the effects that the changes made by City Council, to the recommended wording of the General Conditions, will have on the tendering process for all of the remaining bid packages, the established schedule and the final cost of the project. We are concerned

Continued....

Board of Control
6 March 1978

- 2 -

Continued.....

that the revisions to the general conditions could lead to severely reduced competition, inflated prices and/or qualified tenders.

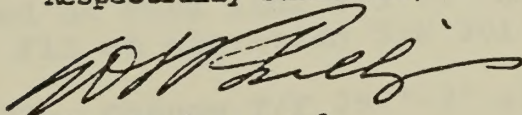
For the information of your Board, the next bid packages, after Bid Package No. 2, will include the following:

1. Concrete Sub-Structure
2. Super Structure
3. Mechanical
4. Electrical

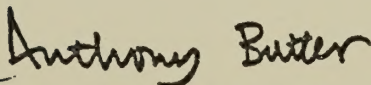
These four bid packages are estimated to cost in the order of \$6,000,000.00. The effects of the revisions to the General Conditions may not become apparent in Bid Package No. 2 but will most likely become very apparent when the above-mentioned packages are tendered. This could have a disastrous affect on the cost of these packages, which will certainly affect the final cost of the project. If the above-mentioned situation occurs, it is possible that the cost of the project will increase above the costs approved by the Ontario Municipal Board and, therefore, additional delays in forwarding contracts could be encountered while obtaining approval of the Ontario Municipal Board for additional funds.

In view of the foregoing, we feel we must register our deep concerns with your Board at this time, in our role as the Management Committee on this project. In addition, if these revisions are to be applied to all General Conditions used in the various bid packages for the project, we cannot be responsible for any delays attributed thereto nor can we be responsible to keep this project within the approved estimate.

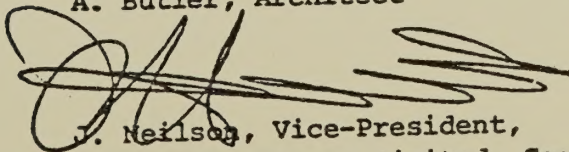
Respectfully submitted,



City Engineer and
Co-ordinator, Lloyd D. Jackson Square.



A. Butler, Architect



J. Neilson, Vice-President,
Pigott Structures Limited, Construction Manager

WLP:jb (Encl.)

c. c. Controller I. Stout

c. c. Mr. K. A. Rouff, City Solicitor

CONTRACT NO. E-78-1 (LM)ADDENDUM #2.1 March 1978Bid Package No. 2 - Concrete Footings

Note: Amendments to General Conditions will be issued to bidders as soon as ratification from Board of Control is received. A new tender closing date will also be established at that time.

This Addendum shall be incorporated in the Specifications and shall form part of the Contract Documents:

Amendments to DRAWINGSDrawing 7.2 - Foundation Plan

1. Delete footings F1, F49, F50 and F51.
2. There will be an earth ramp constructed by the Trade Contractor working on Bid Package No. 1, Bulk Excavation and Shoring. The ramp will be for vehicle access and located as shown on attached drawing no. SK-1/1 dated 24 February 1978 for information only.
3. Footing F2: Change T/F 301'-9" elevation at column A10 to read T/F 300'-9".
4. Footing F9: Change T/F 303'-6" elevation located at column 9F1 to read 303'-0".
5. Footing F14 shall be relocated on column line A2 4'-6" east of column line 10b. Increase size of footing to size F15. T/F shall be elevation 295'-9".
6. Footing F15: Change T/F elevation 299'-0" at grid line B/10b to read T/F 296'-0".
7. Footing F15: A future 14" diameter reinforced concrete column will be located on grid line 8 3'-4" south of grid line D1. Provide a new footing F15 at elevation T/F 301'-6".
8. Footing F27: Change T/F 297'-3" elevation at grid line 11A to read T/F 296'-6".

9. Footing F37: Change T/F 303'-0" elevation located at column 9G to read 302'-6".

10. Footing F45: From footing F2 step down in two steps of 3'-0" each to T/F 294'-9" for footing below existing sewer and east of sewer step up in one step to T/F 295'-9" at grid line 10b and step up in one step to T/F 296'-6" at 7'-0" east of grid line 10b.

11. Footing F46: From footing F2 at column A10 to F2 at column A9, step up in three equal steps as shown from T/F 300'-9" to T/F 306'-10".

12. Footing F47: Change 16'-8" dimension of future reinforced concrete wall to read 16'-6".

13. Footing F54: Change 17'-0" dimension indicating length of footing shown between grid lines 9 and 10 to read 19'-1".

14. Footing F54 shown 4'-2" west of column line 10b shall be relocated 4'-6" east of column line 10b terminating at column footing F14. T/F shall remain at 295'-9".

15. Footing F54: Change T/F 301'-9" elevation located on grid line 10 to read 300'-9".

Change T/F 305'-9" elevation located midway between grid lines 9 and 10 to read 304'-9".

16. Footing F55: Change T/F 297'-3" elevation between grid lines A and B to read T/F 296'-6". Delete step indicated north of grid line B.

Drawing 7.5 - Strap Beam Details

1. Strap Beam STB-9: Change top elevation 303'-6" to read 303'-0".

Note:

Footing changes in the area bounded by grid lines A/B/10/11 were caused by a new location of the existing 18"Ø sewer of approximately 18'-0" west of grid line 11 where it intersects grid line A.

NORTH/WEST ENTRANCE
TO SITE FROM
YORK BOULEVARD

FOR INFORMATION ONLY

PROPOSED RAMP ACCESS
TO JOBSITE
SIDE PACKAGE NO 1

PROVIDE CUT TO
SUIT FOR RAMP
ACCESS

PROVIDE NECESSARY
PROTECTION TO
EXISTING TREE

TOP OF CUT FOR BLDG.
EXCAVATION

LINE OF PROPOSED BLDG.

BULK EXCAVATION TO
301.00'

EXIST. ELEVATION

15.40'

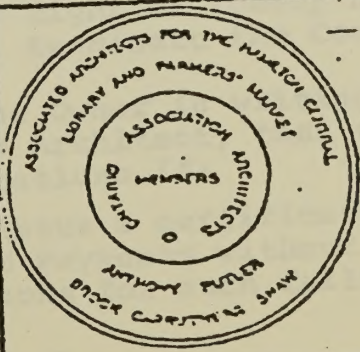
319'

12'0" LAWN

EXIST. SIDEWALK

ACCESS RAMP

HAMILTON
CENTRAL
LIBRARY AND
FARMER'S
MARKET



DATE 24 FEB. 78

SCALE 1/16" = 1'-0"

DWNSSES. CH'K.

PROJECT NO 7521

DRWG.
NO

SK-1
1

Addendum items prepared in response to letter from Cooper Construction Company dated 10 February 1978.

Cooper Item No. 1

(b) Clause 7.3: Revise to read:

"If the question of error and/or variance is not resolved immediately, and the Construction Manager decides that the disputed Work shall be carried out, the Contractor shall act according to the Construction Manager's written decision. Any question of change in Contract Price and/or extension of Contract Time due to such error and/or variance shall be decided as provided in GC16 - Settlement of Disputes."

Cooper Item Nos. 2 & 3

(c) Clause 8.1: Change the word "of" in the second line to read "or", so that the phrase reads "...any act or neglect...".

(d) Clauses 8.1 and 8.2: In each Clause, change the period at the end of the Clause to a comma, and add: "and the Contractor shall be reimbursed for any costs incurred by him as the result of such delay. Any question of extension of time and/or change in Contract Price shall be decided as provided in GC16 - Settlement of Disputes."

Cooper Item No. 4

* (e) Add Article GC11 as follows:

"GC11 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT.

11.1 If the Owner should be adjudged bankrupt, or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of his insolvency, the Contractor may, without prejudice to any other right or remedy he may have, by giving the Owner written notice, terminate the Contract.

11.2 If the Work should be stopped or otherwise delayed for a period of thirty days or more under an order of any court, or other public authority, and providing that such order was not issued as the result of any act or fault of the Contractor or of any one directly or indirectly employed by him, the Contractor may, without prejudice to any other right or remedy he may have, by giving the Owner written notice, terminate the Contract.

11.3 The Contractor may notify the Owner in writing, with copies to the Construction Manager and the Architect, that the Owner is in default of his contractual obligations if:

(a) the Architect fails to issue a certificate in accordance with GC23 - Certificates and Payments without providing the Contractor with written reasons for such failure, or amendment.

(b) the Owner fails to pay to the Contractor when due any amount certified by the Architect.

Such written notice shall advise the Owner that if such default is not corrected within five (5) working days from the receipt of the written notice the Contractor may, without prejudice to any other right or remedy he may have, stop the work and/or terminate the Contract.

11.4 If the Contractor terminates the Contract under the conditions set out above, he shall be entitled to be paid for all work performed and for any loss sustained upon products and construction machinery and equipment with reasonable profit and damages."

Cooper Item No. 5

(f) Add Article GC16 as follows:

"GC16 SETTLEMENT OF DISPUTES.

16.1 In the case of any dispute arising between the Owner and the Contractor as to their respective rights and obligations under the Contract, either party hereto shall be entitled to give to the other notice of such dispute and the matter in dispute shall be decided by the City Engineer. In the event that either party is not satisfied by such a decision, then the parties may agree to submit such dispute to arbitration and may thereupon request arbitration. In the event that either party is not satisfied by the results of arbitration, then either party may seek recourse in the courts.

16.2 Arbitration proceedings or legal proceedings shall not take place until after the performance or alleged performance of the disputed work except:

- (a) when the dispute concerns a certificate for payment,
- (b) where either party can show that the matter in dispute requires immediate consideration while evidence is available,
- (c) in the case of legal proceedings, where the action may become prescribed by reason of delay."

Cooper Item No. 6

** (j) Add new Clause 33.6 as follows:

"The Contractor shall be liable for the proper performance of the Work only to extent that careful workmanship and proper implementation of the Contract Documents will permit and any warranty given respecting the Work and performance shall only be valid so far as the design will permit such performance."

Cooper Item No. 7

*** (k) Change Clause 33.6 to 33.7, and revise to read:

"Nothing in the General Conditions shall restrict the liability of the Contractor arising out of any law in force in the Province of Ontario, and nothing in the General Conditions shall be deemed to abrogate the rights of either party under common law."

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**** Deleted by City Council.

The Library and Forensic Series
Building Contracts

In view of the importance that has been placed with respect to the building of the new contract for the Library and Forensic Series building, the Board of Control has directed that where a contractor has a set of plans and specifications prior to last Friday evening (March 10th) and where he is not out in a bid that upon the return of the plans and specifications, the refund deposited at the time of tender for the plans will be retained as a deposit.

The contractor who takes out a set of plans after Friday evening will be required to abide by the normal rules and will therefore not be entitled to the refund of the deposit.

Yours very truly,

J. A. Jones, Secretary,
Board of Control.

12/1/50

C.C. Mr. W. B. McFarland, City Engineer
Mr. W. L. Phillips, City Engineer, and Comptroller,
1140 S. Jackson Square.

March 6, 1978

RECEIVED

OCT 25 1978

LEGAL DEPT. INT.
THE COMMISSIONER OF
THE CITY OF HAMILTON

Mr. Tom Bradley,
Director of Purchases.

Dear Sir:

Re: Library and Farmers' Market
Building Contracts

In view of the controversy that has taken place with respect to the calling of the second contract for the Library and Farmers' Market building, the Board of Control has directed that where a contractor took out a set of plans and specifications prior to last Friday evening (March 3rd) and wishes now to not put in a bid that upon the return of the plans and specifications, the refund deposited at the time of taking out the plans will be remitted to him.

Any contractor who takes out a set of plans after Friday evening will be required to abide by the normal rules and will therefore not be entitled to the remission of the deposit.

Yours very truly,

J. R. Jones, Secretary,
Board of Control.

JRJ:bc

c.c. Mr. W. H. McFarland, City Treasurer
Mr. W. L. Phillips, City Engineer, and Co-ordinator,
Lloyd D. Jackson Square.

Library team told to do job or resign

By KEN CAMPBELL
Spectator Staff

THE THREE-MAN committee set up to oversee the construction of Hamilton's proposed market-library should resign if it doesn't want to live up to its responsibilities, Alderman Bill McCulloch says.

If they don't wish to resign, the committee members should retract a notice they sent to board of control yesterday which Mr. McCulloch called "cheap politics".

The notice said the committee members should be absolved from responsibility if the project goes over budget.

And they warned the project could very well cost more than the expected \$11 million.

In an interview, Mr. McCulloch said the committee, made up of City Engineer Bill Phillips, architect Anthony Butler and J. Neilson, vice president of Pigott Structures Ltd., the construction manager, resorted to a cheap political tactic to force council around on the controversial contract form for the project.

"I have lost confidence that they can give us the best service on this project. I can't think the letter they wrote was in the interest of the city," he said.

The letter comes after a long series of city council debates over complaints from contractors that the contract form on the market-library is too tough.

Chance

But Mr. McCulloch said the committee members had the chance to voice their fears before council made its decision on the contract form.

"Now that council has made its decision, it's their job to withdraw from the project or get on with the job. What they are doing is disgraceful," he said.

He said he was not asking the city engineer to resign his position with the city, but only from work on the project.

The committee's letter said that if the contract revisions apply, "we cannot be responsible for any delays attributed thereto nor can we be responsible to keep this project within the approved estimate."

The letter warns the contract terms as they now exist could lead to severely reduced competition for work, inflated prices and/or qualified tenders in which contractors insert their own clauses.

The effects on the cost could be disastrous, the committee said.

Mr. McCulloch said this statement invites contractors to increase their bids.

SPECTATOR

MARCH 9, 1978



BULLETIN

HAMILTON CONSTRUCTION ASSOCIATION

614 King St. E., Hamilton

MAR 10 1978

Phone 526-7144

March 9, 1978

CITY ARCHITECT'S OFFICE M.B. - No. 5

TO ALL MEMBERS:

Our Executive Director, Mr. Hubie Clohec, has tendered his resignation effective April 28, 1978. Mr. Clohec has accepted a position as Assistant Executive Director with the Ontario General Contractors Association, Toronto.

Hubie has served the H.C.A. well over the past 7½ years and we wish him success in his new endeavour.

J. W. Barclay
President

FOREWARNED IS FOREARMED

The following article was published in the Monday, March 6th issue of The Globe and Mail.

Builders see trouble in library contract

After two weeks of discussion and revisions, City Council has decided on the wording of the contracts for its \$10 million library-market building but local contractors say the decision will embroil the city in legal problems throughout the life of the project.

"We can see nothing but legal hassles throughout the full term of the Job," James Barclay, President of the Hamilton Construction Association, said.

Mr. Barclay was one of a group of 35 contractors who walked out of a Council Meeting on Friday night when Council voted to overrule the Board of Control and exclude from the contract a clause limiting contractors' liability for faults in the design of the building.

Council also reinstated a latent-defect clause which makes the contractors liable for faults which might appear after the warranty expires. Mr. Barclay said his association is not organizing a boycott of the project. "However, it is our duty to make our concerns perfectly clear to our members."

Asked if his own company will bid, he replied: "We absolutely will stay away from it. We are not looking for trouble."

Mayor Jack MacDonald warned Council that the "strong wording" would endanger the project by deterring contractors from bidding. The majority of Council Members, however, followed advice from City Solicitor Ken Rouff in voting for revisions that he had recommended, saying they expected that contractors would bid despite their objections.

"The proof will be in the pudding," said Alderman William McCulloch. "If some firms don't bid, they will have to answer to their shareholders. If they all bid too high, we'll simply throw out their bids."

Forty-five contracts are to be let for the project.

- over -

Contractors accused of *Spectator* gang-up on city *March 13th 1978*

CONTRACTORS HAVE been accused of gang-ing-up on the city by failing to bid on a \$200,000 second stage for the city's library-market complex.

Controller Pat Valeriano said today that the decision by the contractors, most of them Hamilton based, leaves the city no real alternative but to advertise widely in future.

"I really hate to see this done in light of the need for jobs in this area but we cannot be forced to the wall on this," said Mr. Valeriano.

He said local contractors had complained about the city contract documents. But similarly stringent documents have been used before by these same contractors without any apparent objections.

Alderman Henry Merling says in light of the rejection by the contractors and the threat that the \$11 million building could end up with escalating prices, he would consider postponing the library-market and putting the money to use on other priorities. Aldermen Bill McCulloch and Kay Drage agreed with Mr. Merling.

Mr. Merling says the rejection of the contract seems to indicate "contractors are too fat and that is surprising in view of the unemployment situation."

He wonders about statements made by contractors that they operate on a very low profit basis.

Mrs Drage says she for one is "not going to give in to the contractors. We must protect taxpayers and if that means shelving this project, maybe we will."

Mrs. Drage added: "The action by contractors not to bid is a power play and the stakes are higher than the cost of this contract. The stakes extend to all contracts the city might wish to let in the future."

Mr. McCulloch notes that the tender was only advertised in the local media and in one national construction publication.

He says he will move that the contract be advertised nationally.

"We should make it clear in that advertisement that no local contractors are capable of handling this contract and, therefore, we are inviting bids from across Canada," said Mr. McCulloch.

"It's obvious the local contractors think they have the situation locked up. We should advertise nationally and if we still can't get bidders we should consider postponing the whole contract," he added.

He said the city had had to advertise nationally in the past when there was not a suitable local group to do the job.

That was the case with Lloyd D. Jackson Square where Piggott Construction at first became involved but could not come up with adequate financing.

Controller Jim Bethune said the only way the city would get bids on the contract was to go back to a recommendation by board of control which would have modified the contract documents to take out clauses to which the contractors objected.

"I'm really disappointed we did not get any bids. I don't want to say I told you so. But we did tell council. Now they are going to have to come around."

Contractors who took out bid packages but failed to bid were: Cooper Construction; Robertson-Yates Corp. Ltd.; A. Cope and Sons; Penn-Mac of Grimsby; Boschman Construction Co.; James Kempt Construction; Frid Construction; Avenue Structures of Rexdale, Ont. and Structural Form Work of Millican, Ont.

SPECTATOR

MARCH 13, 1978

Builders warn city on contracts

By KEN CAMPBELL
Spectator Staff

THE CITY was warned yesterday it will be in deep trouble if it doesn't retreat from its hard stand over the proposed \$11 million market-library construction project.

James Barclay, president of the Hamilton Construction Association, gave his warning yesterday after all nine contracting companies which took out tender information on a market-library contract declined to submit bids.

He said city council should extend the tendering time by one week and change the contract terms back to those proposed by the contractors and architects associations.

"I would like to guarantee if this were done the city would get seven to eight legitimate bids for the project," he said.

The bid declined by contractors, worth \$200,000, is for the foundations of the market-library building.

But the lack of bids is also considered a precedent for the remainder of the \$11 million project — and for city projects in the future.

Suggestions that the contractors were in collusion in their failure to bid are "absolute balderdash," Mr. Barclay said.

Feelings

Instead it reflected contractors' feelings that the contract documents prepared by the city are "so heavily weighted in favor of the city that no respectable contractor could possibly participate."

Unless the objectionable clauses are deleted, the market-library will be delayed, costs will go up and the project itself might have to be abandoned, he said.

"They (city council) are wrong. They have made an error and they should admit it and adjust the contract documents," he said.

Of major concern to the contractors is a clause which makes them responsible for errors in their work for as long as 20 years.

Known as the latent defect clause, it is intended to protect the city against defects that might not be detected during the two-year warranty period.

A second clause that has caused concern is a requirement that contractors be responsible for design errors. In contracting, the word "design" has a wide interpretation.

Mr. Barclay noted that both the architect and the construction management firm on the project agreed the contract documents should be changed.

"It is incredible that the city could hire these consultants for about \$1 million, not take their advice and then tell them to go to hell," he said.

Firm

A number of city council members have said they intend to be equally as firm about their decision, however.

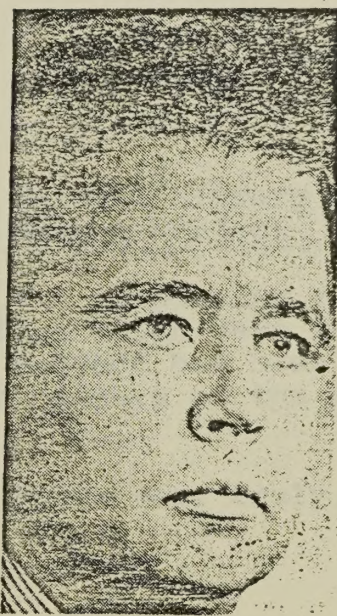
Controller Pat Valeriano and aldermen Henry Merling, Kay Drage and Bill McCulloch have all said they will not give into what they describe as a "gang-up" of city contractors against the city.

Mr. McCulloch said the contract was only advertised locally and in one trade journal outside Hamilton.

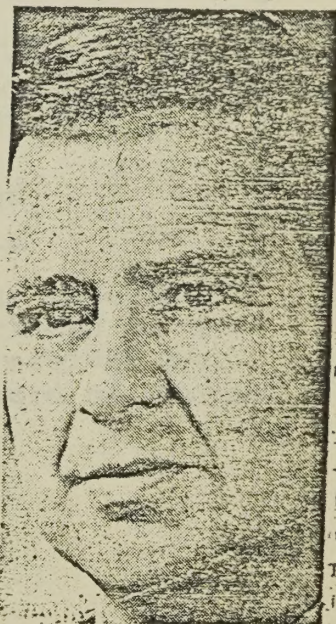
He said it should be advertised in the national media and council "should make it clear in that advertisement that no local contractors are capable of handling this contract."

He said if necessary the city could consider halting the project until a more favorable time.

Mr. Merling said it appeared local contractors were "too fat" and could afford to dicker over contract wording rather than compete for the job.



JAMES BARCLAY
Change terms



HENRY MERLING
Contract wording

Spectator

March 14, 1978

March 14, 1978

Mr. J. L. Neilson, P. Eng.,
Vice-President & General Manager,
Pigott Structures Company Limited,
P. O. Box 309,
Hamilton, Ontario
L8N 3G7.

RECEIVED

OCT 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Dear Mr. Neilson:

Re: Hamilton Central Library and
Farmers' Market Project

Your letter of March 8th respecting your concern over certain general conditions which were included in the City's Bid Package for this project has been received and copies made available to the Members of the Board of Control for their information.

Yours very truly,

J. R. Jones, Secretary,
Board of Control.

JRJ:bc

March 15/78 Spectator

Board at square one in contract dispute

BOARD OF control is back to square one on the controversial contract documents for the city's \$11 million market-library contract.

In a three-to-one vote it recommended today that council accept the contract form recommended by the contractors and architects associations with only minor modifications.

The identical resolution was rejected by council a little more than a week ago in favor of one modified to include what contractors feel are overly stringent terms.

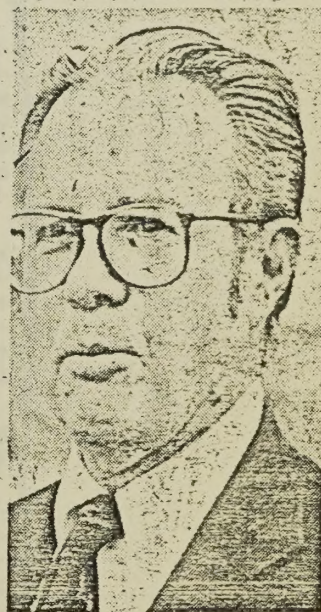
The subject was back before the board this morning after contractors failed to bid on the second package of the market-library contract this week because they felt the contract forms were stacked in favor of the city.

Aldermen who had objected to giving in to the contractors earlier again voiced their concern and indicated they would oppose the board recommendation when it comes to a special meeting of council Monday night.

Alderman Bill McCulloch said he advocated advertising the contract again across Canada. He added that Hamilton was not the only hold-out against the contractors and architects associations' standard contract form.

Alderman Jim Stowe said regardless of who eventually got the tender, he wants a clause in the contract guaranteeing that workers from the Hamilton-Wentworth region get the jobs on the project.

He added he supported the contractors and Public Library Board chairman Bert Wigle told board of



BERT WIGLE

Library board chairman control this morning he supported the contractors on the issue.

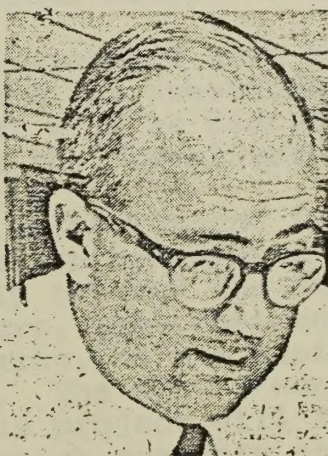
Spectator

March 15, 1978

Project costs could soar team warns

*Spectator
March 16th
1978*

THE COST of Hamilton's problem-plagued market-library project could jump \$800,000 if the city changes its mind on how to build it.



BILL PHILLIPS
City engineer

The team set up to oversee construction of the \$11-million project predicts the extra expense if the city tenders the project as a single package as has been suggested by some councillors.

The project has hit a roadblock because no contractor submitted a bid for the second stage of construction. The contractors are in dispute with city hall over contract documents.

A special council meeting has been called for Monday night to discuss the dispute.

The management team — set up under the construction management system — is made up of city engineer Bill Phillips; architect for the project Anthony Butler and Pigott Structures Ltd., the construction manager.

In a report to board of control yesterday, they warned that in addition to the increased cost, the city could find itself liable to claims of damage from Pigott Structures for the cancellation of its contract as construction manager.

They also warned that the sides of the excavation could slip if there are delays, causing further costs and possible damage to surrounding buildings.

Delay

Any switch away from the construction management process to award the construction to a single firm would result in a delay of 33 weeks, the report said. This could in turn lead to increased costs as a result of work having to be done in winter.

The report recommends the re-tendering of the second stage of the project using a modified contract more in line with the wishes of the contractors.

Board of control accepted this recommendation, which will be presented at Monday's meeting.

*Spectator
March 16, 1978*

March 16, 1978

RECEIVED

COT 25 1978

LEGAL DEPARTMENT

Members,
City Council.

Members of Council:

Re: Library and Farmers' Market Project

An informal and formal meeting of City Council have been called for Monday, March 20th for the purpose of reviewing at the informal session the Board's recommendations with respect to the current budget and the proposed mill rate for the year 1978, and also to review the recommendations contained in the 1978 to 1982 Capital Budget. At the formal session of City Council, the Board's recommendation to formally adopt the Current and Capital Budgets will be considered by Council.

It is now proposed that the question of the tender call for Bid Package 2 and subsequent packages in the forty-odd contract project will be discussed at the informal session, and possibly at the formal session to follow.

Briefly, as background information, it was recommended by the Construction Management Team that as the City would be dealing directly through the Management Team with a number of trade contractors, that Contract Document C.C.G.C. 12 would, generally speaking, be the basis for the tender call and contract forms. The City's normal contract forms were not proposed as this project will involve approximately forty contracts, of which possibly only three will be bid on by general contractors who are familiar with the City's usual contract documents, whereas the trade contractors who are normally sub-contractors, have worked over the years with Contract Document C.C.G.C.12. The Construction Management Team developed the tender call on the basis of the C.C.G.C.12 document with certain amendments. The terms of this tender call document were the subject of a special meeting of Council held March 3rd at which time two of the Board's recommended clauses were confirmed by Council and a number were altered or deleted. In the case of the project under discussion, the City, through its Management Team, will be the general contractor and will be dealing directly with the trade contractors who are normally sub-contractors of a general contractor where a project is proceeded with other than under the Construction Management System.

Members,
City Council.

- 2 -

March 16, 1978

We now find ourselves in the position where City Council has established certain conditions for this project that the Board of Control subsequently incorporated as an addendum to the original tender call. No bids were received by the City on the closing date, March 13th. On March 14th, City Council agreed that as no bids had been received, the Board of Control should again review the matter at its meeting to be held March 15th, to which Council Members were invited. I attach copy of a letter from the City Engineer and Co-ordinator of Lloyd D. Jackson Square dated March 13th which was written as a result of no bids having been received.

Under the Rules of Order of City Council, the only ways in which a matter may be reintroduced on the floor of Council are by suspending Rule 39 of the Rules of Order, which the Board of Control is prepared to move, and which would require a two-thirds vote, or by a motion by one of the Members of City Council who voted in the majority on March 3rd, that the matter be reconsidered.

Having outlined the history and the circumstances as set out above, a majority of the members of the Board of Control are of the opinion that the City should again call for tenders on Bid Package 2 on the basis of the C.C.G.C.12 documents, as recommended by the Construction Management Team, incorporating the additional conditions previously recommended by the Board of Control to City Council on March 3rd.

In the event it is decided by City Council to proceed on the basis of setting aside Rule 39 of the Rules of Order, on the initiation of the Board of Control, I have attached the Fifteenth Report of the Board of Control for the consideration of the Members of City Council.

Yours very truly,

J. R. Jones, Secretary,
Board of Control.

JRJ:bc

Encl.

March 15, 1938

- 1 -

Memorandum
City Council

We now find ourselves in the position where City Council has established certain conditions for this project that the Board of Control subsequently incorporated as an addendum to the original contract call. No bids were received by the City on the closing date, March 15th. On March 15th, City Council agreed that no bids had been received, the Board of Control should again consider the matter at its meeting on the 22nd March 1938. At which Council members were invited. I received copy of a letter from the City Engineer and Co-ordinator of Road D. Johnson dated March 15th which was written as a result of no bids having been received.

Under the terms of Board of City Council, the only way in which a matter may be introduced on the floor of Council is by suspension of the rules of order, which the Board of Control is requested to agree, and which would require a two-thirds vote, or by a motion by one of the members of City Council who voted in the majority on March 1st, that the matter be reconsidered.

Having outlined the history and the circumstances as set out above, a majority of the members of the Board of Control are of the opinion that the City should again call for tenders on the 22nd March 1938 on the basis of the C.E.D.C. 11 documents, as recommended by the Construction Management Team, recommending the additional conditions previously recommended by the Board of Control on City Council on March 1st.

In the event it is decided by City Council to proceed on the basis of revised conditions on the 22nd March 1938, the intention of the Board of Control. I have attached the following report of the Board of Control for the consideration of the members of City Council.

Yours very truly,

G. B. Jones, Secretary,
Board of Control.

153/13

Encl.

W.L. PHILLIPS
B.A.S.C., M.E.I.C., P. ENG.,
CITY ENGINEER
AND
CO-ORDINATOR
LLOYD D. JACKSON SQUARE



7801-0001
REFER TO FILE NO: 301-0008.1*
ATTENTION OF W. L. Phillips
YOUR FILE NO.

THE CORPORATION OF THE CITY OF HAMILTON
DEPARTMENT OF ENGINEERING
CITY HALL, HAMILTON
L8N 3T4

MAR 16 1978

RECEIVED
OCT 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

15 March 1978

Mr. Chairman and Members,
Board of Control.

Re: Central Library and
Farmers' Market

Members of the Board:

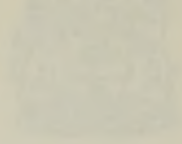
As requested by your Board, I have reviewed this project and will deal with the review under three headings as follows:-

- 1) Present Status of Project
- 2) Lump Sum Contract Alternative
- 3) Project Management System

Present Status of Project

The following steps have been taken with respect to this project:-

- 1) City Council appointed Anthony Butler/Brook, Carruthers, Shaw, as Architects.
- 2) City Council agreed that this project proceed under a Project Management System.
- 3) City Council engaged Pigott Structures Ltd. as Construction Manager.
- 4) Bid Package No. 1 - Excavation, was tendered and subsequently awarded to A. Cope & Sons.
- 5) The work under Bid Package No. 1 has been completed except for clean up.
- 6) Bid Package No. 2 - Footings, was prepared and the Board of Control authorized tenders to close on 22 February 1978.
- 7) After receipt of objections from the General Contractors, City Council, on 3 March 1978,



THE COMMISSIONER OF THE CITY OF BOSTON

DEPARTMENT OF PUBLIC WORKS
CITY OF BOSTON, MASSACHUSETTS
JAN 12 1955

JAN 12 1955

TO THE CITY CLERK

FROM THE COMMISSIONER OF THE CITY OF BOSTON
RE: [Illegible]

FOR THE CITY OF BOSTON

FOR THE CITY OF BOSTON

FOR THE CITY OF BOSTON

TO THE CITY CLERK
FROM THE COMMISSIONER OF THE CITY OF BOSTON
RE: [Illegible]

- 1. [Illegible]
- 2. [Illegible]
- 3. [Illegible]

FOR THE CITY OF BOSTON

THE FOLLOWING [Illegible] HAVE BEEN TAKEN WITH REFERENCE TO
THIS PROJECT:

- 1. [Illegible]
- 2. [Illegible]
- 3. [Illegible]
- 4. [Illegible]
- 5. [Illegible]
- 6. [Illegible]
- 7. [Illegible]

7) Continued.....

revised certain sections of the General Conditions. The General Conditions were revised and a new closing date of 13 March 1978 was set. On this date no tenders were received.

Lump Sum Contract

If this project was changed to a Lump Sum Contract, the following would be the implications and effects:-

- 1) Plans and specifications would have to be changed and completed, call tenders and award a contract. It is estimated that further work on the site would not begin until late October 1978. This would result in a delay of some thirty-three (33) weeks.
- 2) Based on an inflation rate of five (5) percent, this delay would mean an increase of approximately \$500,000.00.
- 3) In addition, the General Contractor would add a fee for the organization, co-ordination and control of all the work, including the work of the sub-contractors. This fee would most likely be in the order of \$200,000.00 or approximately two (2) percent of the value of the work.
- 4) During the thirty-three (33) weeks, the City will be responsible for maintaining the site which would include such work as hoarding maintenance, dewatering the excavation, etc. These costs would be in the order of:-

Site maintenance - \$33,000.00
Site security - \$17,000.00

If there is any major slippage along the sides of the excavation, additional costs and damages may be encountered.

- 5) Because of the delays, it will be necessary to carry out work during the winter of 1978-79. This would cause increased costs for winter protection and lack of productivity. This cost is estimated to be between \$30,000.00 and \$50,000.00. In extreme weather conditions work may have to be stopped, which would cause further delays.
- 6) The contract with the Construction Manager would have to be terminated. This could lead to a claim for damages from the Construction Manager. The amount of such possible claim is unknown at this time.

Continued.....

7) Continued.....

Continued growth of the Federal Reserve
The Federal Reserve has been a very important
part of the economy since 1913. In this case the
case is continued.

Long Run Growth

1) This growth was observed in a long run perspective, the
following would be the implications and effects:

2) First and foremost, growth has to be sustained. It
must be sustained, not only in the short run but
in the long run. It is important that growth is
not only sustained but also that it is not
excessive. It is a policy of steady-state (SS) growth.

3) Second, the rate of growth of the economy, this
growth would mean an increase of approximately
2.5% per year.

4) In addition, the Federal Reserve would not only
be the regulator, but also the provider of
the money. It would be the provider of the
money, and it would be the provider of the
money. It would be the provider of the
money, and it would be the provider of the
money.

5) Third, the steady-state (SS) growth, the SS will be
sustained. It would be the provider of the
money, and it would be the provider of the
money. It would be the provider of the
money, and it would be the provider of the
money.

6) The economy - 2.5% per year
The economy - 2.5% per year

7) There is no other effect than the effect of the
economy, which would mean that the economy
would be the provider of the money.

8) Growth of the economy, it will be necessary to keep the
economy growing. It will be necessary to keep the
economy growing. It will be necessary to keep the
economy growing. It will be necessary to keep the
economy growing. It will be necessary to keep the
economy growing.

9) The economy with the Federal Reserve would be
the provider of the money. It would be the
provider of the money. It would be the
provider of the money. It would be the
provider of the money. It would be the
provider of the money.

Continued.....

- 7) A further application would have to be made to the Ontario Municipal Board for any increased costs over the approved estimates.
- 8) There would be no construction employment during this period of the year.
- 9) If the same General Conditions that were used in Bid Package No. 2 are used in a Lump Sum Contract and the General Contractors have refused to bid on Bid Package No. 2, then it is possible that they would refuse to bid on a Lump Sum Contract containing the same General Conditions.

Project Management System

If we are to proceed with this project on the basis of a Project Management System, I have considered two alternatives. Firstly, the possibility of combining Bid Package No. 2 with Bid Package No. 3. This would lead to a delay of approximately ten (10) weeks and, therefore, this alternative should not be followed.

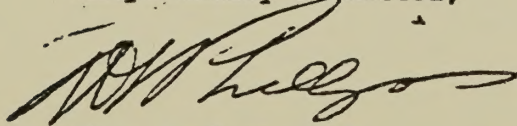
The only other feasible alternative would be to retender Bid Package No. 2 as soon as possible. This would be in the best interests of the City in order to minimize the additional costs which are caused by delays in further work on the site. However, if the same General Conditions are used, there will probably be no tenders received.

Therefore, I recommend that your Board and City Council reconsider the various clauses in the General Conditions with a view to adopting the recommendations contained in my letter to your Board, dated 1 March 1978.

At the last meeting of your Board you requested information with respect to the procedures followed in advertising for tenders. For your information, it has been the policy of the City to advertise all tenders in the Spectator. On major contracts, the City has always placed an advertisement in the Daily Commercial News. This same procedure was followed for Bid Package No. 2.

I would be pleased to discuss this with you at your convenience.

Respectfully submitted,



City Engineer and
Co-ordinator, Lloyd D. Jackson Square.

Continued.....

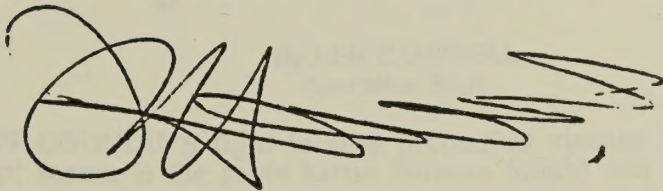
Board of Control
15 March 1978

- 4 -

Continued.....

Anthony Butler

Anthony Butler, Architect



Mr. J. Neilson, Vice-President,
Pigott Structures Limited, Construction Manager

WLP:jb

- c. c. Controller I. Stout
- c. c. Controller P. O. Valeriano
- c. c. Mr. K. A. Rouff, City Solicitor

State of Texas
County of [illegible]

Notary Public
My Comm. Expires [illegible]

[Signature]

Witness my hand and seal this [illegible] day of [illegible] 19[illegible]

[illegible]

Attest:
Notary Public
My Comm. Expires [illegible]

MARCH 20, 1978

Protective clause fight won by Toronto in '61

By KEN CAMPBELL
Spectator Staff

HAMILTON COUNCIL'S fight to keep protective clauses in its library-market contract forms is the same battle Toronto fought and won 17 years ago, say Toronto city officials.

That fight in August of 1961 involved the contract for the \$30 million Toronto city hall when the Canadian Construction Association and the Ontario Association of General Contractors made an 11th hour demand to the Toronto board of control to change its contract forms.

It was claimed that the Toronto contract documents that had been used for many years gave the city arbitrary powers to decide the method of construction to be used by the contractors.

It was also argued, as is now being argued in Hamilton, that the responsibility for omissions and errors in the planning for the project would be improperly placed on the contractors.

A third point, also argued in Hamilton, was that the conditions of the contract failed to allow contractors to claim damages for any work stoppage ordered by the city.

Hamilton has already conceded on this point in the current dispute over the contract forms.

Four bids

After the Toronto board of control declined to change its contract bids to suit the contractors in 1961, only four of eight contractors who paid the \$500 for the contract packages placed bids.

Among those who failed to submit a bid was the Hamilton firm of Pigott Construction Co., the present construction manager

for the market-library project.

Of these only one, Anglin Norcross (Ontario) Ltd., accepted the city terms while others inserted qualifying clauses. Anglin Norcross was awarded the contract.

A spokesman for the Toronto city solicitor's office says since then there has apparently been little resistance by contractors to bid on contracts even though the city has not relented on its terms.

"The city still uses its own forms and not the one prepared by the contractors and architects associations," said the spokesman.

Douglas Doherty, a spokesman for the Toronto works department, says the Toronto form is similar to the one which Hamilton city council wants to use.

He said Toronto has resisted changing to the contractors forms because they feel the Toronto forms afford more protection for the city.

"At the time the Toronto city hall was being built the general contractors did get together and supposedly were going to put in tenders with qualifications that would nullify the stringent city terms.

"But when the tenders came in, all qualified their tenders — except one, and he got the job," said Mr. Doherty.

"That was the last time that issue was raised."

Hamilton city council will tackle the issue of the contracts at a special meeting tonight.

Protective clause fight won by Toronto in '61

By John G. Thompson
Special to The Globe

REPRESENTATIVE THOMPSON'S FIGHT TO HAVE PROTECTIVE CLAUSES IN THE CANADIAN TRADE TARIFF ACT REPEALED HAS BEEN A SUCCESS. THE ACT WAS PASSED BY PARLIAMENT IN 1914.

The fight to repeal the protective clause act has been a long and hard one. It has been fought in the halls of parliament, in the courts, and in the public arena. The act, which was passed in 1914, gave the government the power to impose protective duties on certain goods imported from the United States.

A committee of the House of Commons was appointed to study the act. The committee reported in 1915, recommending that the act be repealed. The government, however, refused to do so.

The act was then challenged in the courts. The Supreme Court of Canada, in 1917, ruled that the act was unconstitutional. The government, however, refused to accept the ruling and continued to enforce the act.

The act was then challenged in the courts again. The Supreme Court, in 1918, ruled that the act was constitutional. The government, however, refused to accept the ruling and continued to enforce the act.

The act was then challenged in the courts a third time. The Supreme Court, in 1919, ruled that the act was unconstitutional. The government, however, refused to accept the ruling and continued to enforce the act.

The act was then challenged in the courts a fourth time. The Supreme Court, in 1920, ruled that the act was constitutional. The government, however, refused to accept the ruling and continued to enforce the act.

The act was then challenged in the courts a fifth time. The Supreme Court, in 1921, ruled that the act was unconstitutional. The government, however, refused to accept the ruling and continued to enforce the act.

The act was then challenged in the courts a sixth time. The Supreme Court, in 1922, ruled that the act was constitutional. The government, however, refused to accept the ruling and continued to enforce the act.

The act was then challenged in the courts a seventh time. The Supreme Court, in 1923, ruled that the act was unconstitutional. The government, however, refused to accept the ruling and continued to enforce the act.

The act was then challenged in the courts a eighth time. The Supreme Court, in 1924, ruled that the act was constitutional. The government, however, refused to accept the ruling and continued to enforce the act.

The act was then challenged in the courts a ninth time. The Supreme Court, in 1925, ruled that the act was unconstitutional. The government, however, refused to accept the ruling and continued to enforce the act.

The act was then challenged in the courts a tenth time. The Supreme Court, in 1926, ruled that the act was constitutional. The government, however, refused to accept the ruling and continued to enforce the act.

The act was then challenged in the courts a eleventh time. The Supreme Court, in 1927, ruled that the act was unconstitutional. The government, however, refused to accept the ruling and continued to enforce the act.

The act was then challenged in the courts a twelfth time. The Supreme Court, in 1928, ruled that the act was constitutional. The government, however, refused to accept the ruling and continued to enforce the act.

The act was then challenged in the courts a thirteenth time. The Supreme Court, in 1929, ruled that the act was unconstitutional. The government, however, refused to accept the ruling and continued to enforce the act.

\$11 million war of words is over

By KEN CAMPBELL
Spectator Staff

A SIX-week war over wording of the \$11 million market-library construction contracts is over. The project is expected to be re-tendered within a week.

The word war led angry contractors to refuse to bid on the \$200,000 second stage of the market-library building a week ago. This in turn resulted in accusations that they were "ganging up" against the city.

Last night the war was ended by a nearly unanimous vote at a special council meeting to return to the old standard contract forms - and terms contractors say they can live with.

The old standard Hamilton contract documents do not specifically contain the "latent defect" clause objected to most by contractors but still allows the city to seek damages under common law for defects in construction that might show up after the two-year warranty period on the building.

City legal department solicitor Murray McCulloch said it gave essentially the same protection to the city as the contract form objected to by contractors.

Council's decision to go back to the old wording was a clear victory for the city's legal department and Controller Pat Valeriano who had advocated the old city document be used right from the start.

Opposed

When that request was initially opposed, the city's legal department opted for the insertion of protective clauses to the forms provided by the contractors' and the architects' associations. It was this amended contract which contractors decline to bid upon.

Council was offered three choices last night:

- They could either vote in favor of the contract forms advocated by the architects' and contractors' associations;

- Vote to stay with that form plus clauses that had been advocated by city so-

- Go back to the standard city contract.

Bill Cooper, president of Cooper Construction, said last night he believed contractors would agree to a return to the old standard Hamilton contract documents.

His company had been one of those which declined to bid on the second stage contract because of contract terms considered too stringent.

He said the standard Hamilton contract form does not contain most of the distasteful clauses which contractors had objected to.

"I believe there is sufficient improvement to allow contractors to bid on the market-library project.

"I think possibly council achieved what it set out to do," said Mr. Cooper adding that he believed the old standard Hamilton documents could lead to some confusion among trade contractors and this in turn could lead to higher bids on some sections of the \$11 million project.

"But I believe it will allow contractors to bid which was council's purpose."

He would not commit his company to bid on the project under the old city contract forms "until we have reviewed them."

At the same time he believed they would be satisfactory.

Anthony Butler, architect of the market-library complex and the man who recommended the city shift from using the old standard Hamilton contract forms in the first place, was visibly disappointed in council's decision.

"This demonstrates why everything municipalities end up doing is second class. It's always a compromise," he said following the four-hour special council meeting.

City engineer Bill Phillips estimated it would take about a week for his department to adapt the standard Hamilton contract form for use on the market-library project.

\$11 million war of words is over

By The Associated Press

NEW YORK, Nov. 11.—The \$11 million war of words between the two sides in the dispute over the rights of the United States to the oil fields in the Persian Gulf is over.

The war was not only a war of words, but also a war of action. It began in 1933 when the United States government announced that it had decided to lease the oil fields in the Persian Gulf to the United States. The British government, which had been the only foreign power to have a lease on the oil fields, was furious. It demanded that the United States government should withdraw its lease. The United States government refused. The British government then threatened to use force to take the oil fields. The United States government then threatened to use force to defend its lease. The war of words continued for several years. It ended in 1935 when the United States government and the British government reached an agreement. The agreement provided that the United States government would withdraw its lease and the British government would grant a new lease to the United States government.

The agreement was a victory for the United States government. It had won the war of words. It had forced the British government to grant a new lease to the United States government. The agreement was also a victory for the British government. It had won the war of action. It had forced the United States government to withdraw its lease. The agreement was a compromise. It was a victory for both sides. It was a victory for the United States government and the British government.

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March 22, 1978

Mar 22/78 Spectator Library James market

City's return to standard form 'disappointing'

THE CITY'S decision to return to its standard contract form for the \$11 million market-library construction is disappointing, says the president of the Hamilton Construction Association.

But city council's rejection of the contract form recommended by the architects and construction associations (Document 12), was predictable said James Barclay.

He said the association was amazed that city council could reject the advice of its highly paid technical advisors on the project and the advice of board of control.

He said indications from general contractors were that they would probably not increase tender prices as a result of the city reverting to the old contract form.

They would, probably

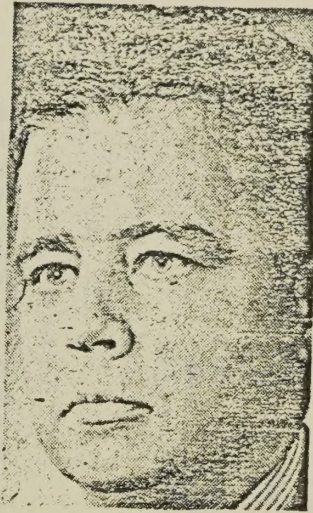
have done so, however, if the city had stayed with a heavily edited version of Document 12 prepared by the city's legal department, he said.

"We are certainly glad to get rid of the two devastating clauses which caused us the most trouble."

One clause held contractors responsible for construction defects discovered after the two-year warranty on the building while the other required contractors to be responsible for errors and omissions in the design of the building.

He guessed the city would take a week to prepare the standard document and that it would then extend bidding on the second phase of construction for two weeks.

"So we should know in three weeks how the companies feel about this new tender document," he said.



JAMES BARCLAY
Amazed

When the \$200,000 second stage was first tendered, contractors failed to bid because of the wording of the Document 12 form as revised by the city legal staff.

City solicitor Murray McCulloch said yesterday the standard Hamilton contract form allows the city to claim damages for latent defects under common law and also contains clauses substantially the same as those objected to by contractors regarding errors and omissions on design.

MAR 24 1978 Library of Congress

Comment on construction contracts

Like the army plebe who complains that everyone is out of step but him, the city solicitor has tried to introduce a document that does not conform to the language which was developed in concert by the design professions and the construction trade contractors and nationally accepted.

The city solicitor has adamantly taken the position that he can hold the corporation harmless. This is not realistic. All contracts are a two-way street with adequate provisions for proper negotiations on any discrepancies.

The city solicitor will not accept the fact that the contractor using his money in competitive tendering signs the bottom line.

I was president of the Ontario General Contractors Association when the Toronto City Hall was thrown open to world competition. Those documents were filled with weasel clauses. The OGCA acted as the agent for all Canadian contractors (the rest of the world refused to pre-qualify their bids by striking out and initialing those clauses which were contrary to good standard practice). One contractor chose to tender and accept all clauses. That corporation is no longer in business.

The construction industry nationally accounts for one-fifth of the gross national product. It is a highly competitive business that has, through innovation, produced some of the finest methods of construction in the world.

A fair and negotiable contract is all that has been requested. After many hours of debate which the taxpayers have paid for and with the possibility of concessions being made to save face in order to award a contract, that which is being demanded, in my opinion is not economical. Hamilton has many fine contractors who have given great service in the past to the citizens. Why the sudden change?

K. B. Paulin,
President,
Canadian Engineering and
Contracting Co. Limited,
Hamilton.

SPECTATOR

March 23, 1978

Comment on Constitution

For the many years since
the Constitution was adopted
it has been the subject of
much discussion and debate.
The Constitution is the
foundation of our government
and it is the duty of every
citizen to understand it and
to support it.

The Constitution is the
law of the land and it is
the duty of every citizen to
obey it. It is the duty of
every citizen to support the
Constitution and to defend it
against all attacks.

The Constitution is the
basis of our government and
it is the duty of every
citizen to understand it and
to support it. It is the duty
of every citizen to obey the
law and to support the
Constitution. It is the duty
of every citizen to defend the
Constitution against all attacks
and to support the government
which is established by the
Constitution.

The Constitution is the
law of the land and it is
the duty of every citizen to
obey it. It is the duty of
every citizen to support the
Constitution and to defend it
against all attacks.

The Constitution is the
basis of our government and
it is the duty of every
citizen to understand it and
to support it. It is the duty
of every citizen to obey the
law and to support the
Constitution. It is the duty
of every citizen to defend the
Constitution against all attacks
and to support the government
which is established by the
Constitution.

The Constitution is the
law of the land and it is
the duty of every citizen to
obey it. It is the duty of
every citizen to support the
Constitution and to defend it
against all attacks.

March 23, 1978

Builders, Hamilton reach compromise on contract terms

Special to The Globe and Mail

HAMILTON — With a compromise, the city has ended its six-week wrangle with Hamilton builders who refused to bid on an \$11-million library and market project because they objected to the terms of the contract documents.

After rejecting a Board of Control recommendation that the majority of aldermen saw as a capitulation to the contractors' demands, City Council decided on Monday night to revert to the city's own contract document, which the city legal department says is substantially the same as the document the contractors boycotted.

Contractors had objected to a clause in the document that council had previously tendered that specified that the contractor would be responsible for latent defects that might appear in the building after the warranty expires.

While the document approved Monday night does not mention latent defects, it still holds the contractor responsible for defects whether latent or patent, said Murray McCulloch of the city's legal department.

Mr. McCulloch said that this is the only substantial difference between the two documents. "We have all the protection there that we need," said Controller Pat Valeriano, whose resolution that the old city document be used was approved by council.

However Mayor Jack MacDonald claimed that the difference between the two documents "is like night and day, Christmas and the Fourth of July," because the city document does not require contractors to commit themselves to being responsible for latent defects.

"The completely stupid

MAR. 23/78.
suggestions made earlier have been eliminated now, we have eliminated the impossible elements and we may now get some bids," Mr. MacDonald said, "but I don't think it's ideal and it may result in increased costs for the city."

William Cooper, spokesman for the contractors, described the city document as "far more acceptable."

Builders, Hamilton to reach compromise on contract terms

Hamilton's building industry is expected to reach a compromise on contract terms with the Hamilton Building Association (HBA) and the Hamilton Building Trades Council (HBTC) after a series of negotiations.

The HBA and HBTC have been in talks for several weeks, but the negotiations have been difficult. The HBA is seeking a 3% increase in wages, while the HBTC is seeking a 5% increase.

The HBA is also seeking a 1% increase in the cost of living allowance, while the HBTC is seeking a 2% increase. The HBA is also seeking a 1% increase in the cost of living allowance, while the HBTC is seeking a 2% increase.

The HBA is also seeking a 1% increase in the cost of living allowance, while the HBTC is seeking a 2% increase. The HBA is also seeking a 1% increase in the cost of living allowance, while the HBTC is seeking a 2% increase.

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The HBA is also seeking a 1% increase in the cost of living allowance, while the HBTC is seeking a 2% increase. The HBA is also seeking a 1% increase in the cost of living allowance, while the HBTC is seeking a 2% increase.

Solicitor's role not understood

Re: 'Comment on construction contracts', (The Spectator, Mar. 23).

It should be pointed out to K. B. Paulin that the city solicitor, as any solicitor acting for his client, is under a duty to provide his client, the Corporation of the City of Hamilton represented by the members of council, legal advice to secure the legal interests of the client. In this regard, the city solicitor has clearly pointed out to city council the legal risks inherent in the Canadian Standard Construction Document — CCDC 12, and had made suggestions to minimize that risk. It is understandable that the persons advocating the use of CCDC 12, not being lawyers and intent on securing their own views in the matter, would misconstrue the function of legal advice which the city solicitor was bound to give. Having received the advice, and after consideration of various opinions, city council exercised its discretion and came to an independent conclusion.

I think it is most inappropriate to use the words "city solicitor has tried to introduce a document . . ." or the words "the city solicitor will not accept the fact . . .". The terminology suggests a paucity of consideration of the city solicitor's professional position.

P. M. Eker,
Assistant City Solicitor,
Hamilton.

Editor - Dawn Miller April 27/78

Spectator April 6/78 Market contract up for grabs

TENDERS FOR the second stage of the city's \$11 million market-library complex were to go out today following the eight-week war over the wording of contract forms.

Controller Pat Valeriano says the whole thing was a "real harangue" up to the last minute.

Even after council endorsed a return to the city's standard contract form after rejecting a contract form proposed by contractors, there were still problems, said Mr. Valeriano.

He said some "house keeping" changes to the document were resolved by two meetings this week.

Mr. Valeriano said he was confident contractors would now bid on the \$200,000 second stage.

He said the tender documents would be advertised in the local press and in the Daily Commercial News, a publication which most contractors read.

The city did not receive any bids when the contract was first tendered last month.

Contractors said at the time the terms in the contract were too stringent.

Council eventually agreed to return to the standard city form which Mr. Valeriano said contractors had agreed they could live with.

SPECTATOR - April 21, 1978

Settlement will pay SPECTATOR, APR. 21st, 1978 claims on courthouse

TORONTO — A former Burlington firm, which built the problem-riddled Thunder Bay courthouse, has reached an out-of-court settlement for \$210,000 with 20 sub-contractors who were left unpaid.

John H. McCormick Ltd., which formerly operated from Graham's Lane in Burlington, faced claims totalling more than \$400,000 for work done on the three-year-old courthouse.

Government Services Minister Lorne Henderson, speaking in the legislature, said lawyers for both parties reached the settlement after day-long negotiations in Thunder Bay.

The sub-contractors and other creditors are to be paid by June 15, he said.

Mr. Henderson said \$176,000 in monthly rent and mortgage money, which the government has withheld from the McCormick firm, will be used to settle the claims. He said the company hasn't received one cent of rent for the building.

Mr. Henderson said the government will proceed with repairs to the courthouse, estimated at \$250,000. He did not indicate whether any of this would be assessed to the firm.

An engineer's report established there has been settlement of the foundations,

causing leaks in the basement and what Mr. Henderson described as "a terrible

looking floor." But he said it would be foolish to abandon the building.

K. A. ROUFF
CITY SOLICITOR



YOUR FILE NO.

REPLY ATTENTION: K. A. Rouff

OUR FILE NO.

THE CORPORATION OF THE CITY OF HAMILTON

OFFICE OF THE CITY SOLICITOR

April 26, 1978

RECEIVED
30-2-19
CITY-HAL 1373
HAMILTON, ONTARIO
LBN 374

LEGAL DEPARTMENT
TEL: 527-0241
THE CITY OF HAMILTON

DELIVERED

Mr. Anthony Butler, Architect
11 Dundurn Street North
Hamilton, Ontario
L8R 3C8

Re: Library -- Farmers' Market
Contract E-78-1(LM)
- Package #2 (Concrete Footings)

Dear Sir:

We have just received a copy of Mr. W. L. Phillips' letter of April 26 to Saltfleet Construction Ltd., asking that the Company execute the contract as soon as it has been put together.

A check is being made to see that the provisions of the City's Standard Contract, Books A and B, with the housekeeping changes authorized by Council and settled at the meetings of April 3 and 4, have been incorporated into the document that we received yesterday from the Board of Control Office. As soon as this has been completed, the contractor will be notified.

This check is necessary as it is our understanding that the City's Standard Contract, Books A and B, with housekeeping changes is to apply to all City Contracts.

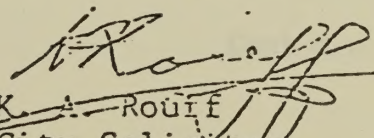
Incidentally, a member of my staff has drawn to my attention that the documents which we received from Board of Control yesterday include a number of pages headed, "Proj. 7521"; one of these is headed "General Conditions of the Contract" and refers to "CCDC Document 12 dated 1974", which Council has rejected. I would like to have your immediate reply as to whether or not these pages were included with the material which the contractor received and on which it made its bid.

If this is the case, then there is a conflict with the decision of Council and you should immediately get in touch with the contractor to have the matter rectified.

Yours truly,

KAR:jg

c.c. Cont. P. O. Valeriano
Ald. W. M. McCulloch
Mr. W. L. Phillips, City
Engineer and Co-ordinator,
Lloyd D. Jackson Square
Mr. A. K. German, City Architect
Mr. J. R. Jones, Secretary
Board of Control


K. A. Rouff
City Solicitor

The Commission on the City of Montreal

April 15, 1912

Page 1

Mr. Attorney General,
1100 Avenue de la Montagne,
Montreal, Quebec.

Dear Sir:

Dear Sir:

Reference is made to your letter of the 11th inst.

The Commission has received a copy of your letter of the 11th inst. and is sorry to hear that the Commission has been unable to do so. The Commission is sorry to hear that the Commission has been unable to do so.

A check is being made to see that the Commission is in a position to do so. The Commission is sorry to hear that the Commission has been unable to do so. The Commission is sorry to hear that the Commission has been unable to do so.

The Commission is sorry to hear that the Commission has been unable to do so. The Commission is sorry to hear that the Commission has been unable to do so. The Commission is sorry to hear that the Commission has been unable to do so.

Incidentally, a number of the Commission's members are sorry to hear that the Commission has been unable to do so. The Commission is sorry to hear that the Commission has been unable to do so. The Commission is sorry to hear that the Commission has been unable to do so.

If this is the case, then there is a conflict with the Commission's decision and you should immediately get in touch with the Commission to have the matter clarified.

Yours truly,

KARL J.

E. G. Gault, Esq., Montreal
Mr. W. L. Williams, Esq.,
Montreal and Co. (Engineers)
Messrs. D. Jackson & Co.
Mr. A. K. Jackson, Esq.,
Montreal and Co. (Engineers)
Messrs. D. Jackson & Co.

MAY 18 1978



May 17, 1978

RECEIVED

OCT 25 1978

LEGAL DEPARTMENT
THE CORPORATION
THE CITY OF

Mr. Anthony Butler
Anthony Butler, Brook, Carruthers,
Shaw Associates
11 Dundurn Street North
HAMILTON, Ontario
L8R 3L8

Dear Mr. Butler:

RE: LIBRARY & FARMERS MARKET

May we have the privilege of meeting with you to present the services of our company? We are planners and designers with offices in Toronto and Calgary.

OUR CLIENTS INCLUDE:

Confederation Life
Central Mortgage & Housing Corporation
Loblaws Ltd.
Continental Can
Toronto Star Ltd.
Vickers & Benson Ltd.
The Royal Bank of Canada
The Financial Post
Moore Business Forms

Cont'd.....



Anthony Butler, Brook, Carruthers,
Shaw Associates
May 17, 1978

2/

OUR SERVICES INCLUDE:

ANALYSIS

A program developed by Imco to effectively establish the area by area organization, space utilization, growth expectations and budgets of time and cost in relocation and renovation projects.

DESIGN

Detail design development for facility installations to define materials, finishes, colours, furnishings equipment and construction plans and standards, within predetermined budgets of time and cost.

DOCUMENTATION

Development of all plans, specifications, tender documents and project reference material to effectively control and ensure that your project is completed, furnished and installed, correctly on time and within budget.

PROJECT MANAGEMENT

Co-ordination and liaison with you, contractors, suppliers and government regulatory bodies, and the day to day management of leasehold improvements, furnishing installation and relocation.

Cont'd.....



Anthony Butler, Brook, Carruthers,
Shaw Associates
May 17, 1978

3/

All of the above programs are based upon initial criteria established by, or with you of:

Your Library & Market: communication patterns
 growth projections
 functional organization
 furnishings and equipment
 inventory

Your Budgets: of time and cost

Your Objectives: for the project

THE RESULTS OF OUR WORK INCLUDE:

- . Completion of our assignment within a predetermined budget.
- . More efficient use of space.
- . Reduced furnishing costs and more effective furnishing and equipment standards.
- . Enhanced presentation of the style and identity in the library environment.
- . Smooth relocation/transition from one location to another within predetermined cost and time factors.

Cont'd.....



Anthony Butler, Brook, Carruthers,
Shaw Associates
May 17, 1978

4/

I have enclosed our brochure and a copy of a recent article in Canadian Interiors and will be calling in the near future. I hope to have the opportunity of introducing Imco Design Interiors Ltd. in person.

Yours truly,

IMCO DESIGN INTERIORS LIMITED

Gayle Marshall

GM*lm
Encl.

cc: Mrs. J. McAnanama
Mr. W. Phillips
Mr. J.R. Jones✓

May 24, 1978

Mrs. Judith McAnanama,
Acting Chief Librarian,
Hamilton Public Library,
55 Main Street West,
Hamilton, Ontario.

Dear Mrs. McAnanama:

I wish to take this opportunity of expressing my sincere thanks to the members of your Reference Library staff who fractured all the rules in order to accommodate the Mayor and myself with respect to the vital information we required regarding the Automotive Trade Pact between the government of Canada and the United States.

The information was most helpful in our deliberations in Toronto and I am returning the two documents that were loaned to me and would appreciate it if you would please indicate to your staff the sincere appreciation of both the Mayor and myself.

Yours very truly,

J. R. Jones, Secretary,
Board of Control.

JRJ:bc

RECEIVED

OCT 25 1978

LEGAL DEPARTMENT
THE CHIEF OF POLICE
THE CITY OF TORONTO

JUN 06 1978

IRWIN CONSTRUCTION SERVICES LIMITED

Consulting & Construction
Box 270, Haliburton, Ontario, K0M 1S0
Telephone: 457-1009

RECEIVED
OCT 25 1978

June 3, 1978.

Mr. J.R. Jones,
Secretary,
Board of Control,
Hamilton, Ontario.

Dear Sir,

Re: Library & Farmers' Market

My firm, along with its affiliate, Palmieri Furniture Ltd. of Toronto, specialize in the manufacture of library furniture and shelving.

We wish to be considered for the manufacture and supply of library shelving and furniture for and to the new Library & Farmers' market in Hamilton. We would be pleased to receive instructions for tenderers related to these products.

We trust that we have been previously qualified as we have supplied products to the Hamilton Public Library as well as the Board of Education for the City of Hamilton.

Will you be kind enough to include this firm in the bidders of library shelving and furniture so that we may have the opportunity to offer a proposal for this project?

Thanking you in advance for your consideration, we remain,

Yours truly,

IRWIN CONSTRUCTION
SERVICES LIMITED

T.A. Irwin Jr.
T.A. Irwin Jr.

H.L. Phillips
Don Bradley

Please note.
[Signature]

11 July 1978

Mr. W. L. Phillips
City Engineer & Coordinator
Lloyd D. Jackson Square
City Hall
71 Main Street West
Hamilton, Ontario

RECEIVED
OCT 25 1978
LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Dear Mr. Phillips:

Since tenders were received on 28 June 1978 for Bid Packages No. 5, 6, 7 and 9, we have carried out an extensive and careful review of the quotations and possible savings, in cooperation with the Construction Manager, our consulting engineers, and the low bidder for each Bid Package. Attached are letters confirming credit quotations from the low bidders for Bid Packages No. 5, 6 and 7, and a letter from Pigott Structures confirming quotations received this morning by telephone from the low bidder for Bid Package No. 9.

The credits which are proposed result from changes and modifications in the documents, and do not include any reductions in the functional requirements of the Library and Market.

In summary, the current status of the four Bid Packages is as follows:

BID PACKAGE NO.	BUDGET	LOW BID	EXCESS	PROPOSED SAVINGS	NET EXCESS (CREDIT)
5	2,292,000	2,535,000	243,000	43,460	199,540
6	1,150,000	1,345,667	195,667	59,000	136,667
7	434,000	450,315	16,315	27,500	(11,185)
9	2,100,000	2,455,000	355,000	33,795	321,205

Notes:

1. The proposed credit on reinforcing steel for Bid Package 9 is dependent upon the completion of revised structural calculations, to confirm the proposed reduction in reinforcing bar sizes.
2. The proposed savings for Bid Package 5 do not include savings which can be achieved by revisions to the sprinkler system. We propose that the sprinkler design should be revised, and retendered, through the mechanical contractor, by both the

..... 2

11 July 1978
Mr. W. L. Phillips

..... 2

bidders who submitted quotations through the Bid Depository for this part of the work. If this retendering should result in a delay in the appointment of a sprinkler subcontractor, it will be necessary for some sleeves to be placed in concrete formwork by the Construction Manager, which will be a charge to the project which will result in a reduction in the total sprinkler credit.

3. The total excess over budget of the four Bid Packages is \$809,982. There is currently a credit balance on the budget of approximately \$60,000, not including the contingency allowance. When the credit balance and total proposed savings of \$163,755 are deducted from the excess, the net excess remaining is \$586,227.

We recommend that the savings proposed in the attached letters should be accepted, subject to confirmation of the structural changes, and that sprinklers should be retendered as proposed above.

Yours very truly,

Anthony Butler

Anthony Butler

AB/dbh

Encls.

c.c. P. Brook
V. Alboini
Quist Tyrrell Palmers

PIGOTT STRUCTURES COMPANY LIMITED
ENGINEERS AND CONTRACTORS
P.O. BOX 309
HAMILTON, CANADA L8N 3G7

ANTHONY BUTLER
ARCHITECT
7521
cc P. Brook
W. Phillips
Pigott

July 11, 1978

RECEIVED
OCT 25 1978
LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Anthony Butler, Architect,
11 Dundurn Street N.,
Hamilton, Ontario

Attention: Mr. Jack Mills, M.A.A.T.O.

Dear Sir:

Re: #515 - Hamilton Central Library &
Farmer's Market

This will confirm R/steel price revisions B.P. #9
reference our meeting discussions of July 6, 7, 1978
and revised structural drawings SK 9.3, 7.21A, 7.22A,
7.23A, 7.24A, 7.25A as follows:

1) Re: Structural Drawing 7.28 Section A

Delete 2 #3 bars ribs waffle slab.
Building interior only. The sum of \$13,250.00/Cr

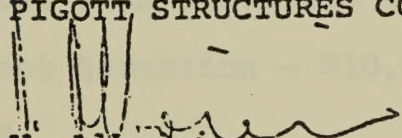
2) Revised reinforcing steel floor slabs,
Plaza, 3rd, 4th, 5th and 6th floors.
Reference above drawings. The sum of \$20,545.00/Cr

Total above Items 1, 2 \$33,795.00/Cr

Price quoted for aforementioned revisions is subject
to approval by Omen Lee and Associates Ltd., and
Change Notice to be issued.

Yours very truly,

PIGOTT STRUCTURES COMPANY LIMITED


V. Alboini,
Project Manager

VA:dm

cc: City of Hamilton - Mr. W. L. Phillips, P. Eng.,
Mr. V. C. Catchick, P. Eng.,
Mr. J. Begley, P. Eng.

OTIS ELEVATOR COMPANY LIMITED

130 Ferguson Avenue North
Hamilton, Ontario L8R 1L7
July 7, 1978

Phone (416) 528-0015

ANTHONY BUTLER ARCHITECT	7521
AB JM	JUL 11 1978
c P Brone W Phillips	

RECEIVED

JUL 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Anthony Butler Architect
11 Dundurn St. N.
Hamilton, Ontario
L8R 3C8

Attention: Mr. Jack Mills

SUBJECT: HAMILTON CENTRAL LIBRARY & FARMER'S MARKET
CONTRACT E-78-12 (LM)
OTIS NEGOTIATION NO. FHS-1946

Dear Sir:

This is to confirm our meeting of July 6, 1978 during which you asked for several vertical transportation equipment options for the above subject project and the cost saving of each option.

We wish to submit our equipment and price options as follows:

OPTION 1 INCLUDES:

Standard Hangers (Pre-Formed Type)
Reduce Speed from 250 f.p.m. to 200 f.p.m. on Elevators 1, 2 & 4.
Supply & Install Single Slide Doors in lieu of Two-Speed Doors on No. 3 Elevator.

Total Cost Reduction for Option 1 - \$13,000.

OPTION 2

Supply a Pre-Engineered Model on Elevator No. 3, with Le Baron XV Car Cab with Stainless Steel Base

Total Cost Reduction - \$10,000.

OPTION 3

Change the design, finish and type of escalator No. 1 to match escalator no. 2 -

Total Cost Reduction - \$4,500.

- cont'd -

Mr. Jack Mills

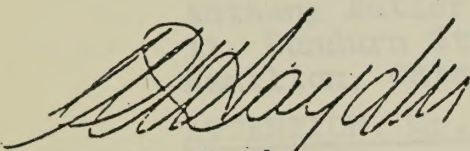
- 2 -

July 7, 1978

We trust the above information giving you the various options and their credit amounts is sufficient to help you in making a decision regarding the Vertical Transportation to be installed in this building, however if we can be of further help to you please do not hesitate to call us.

Yours truly,

OTIS ELEVATOR COMPANY LIMITED


K. W. Hayden
Hamilton Manager

KWH/va



GOODRAM BROS. LIMITED

Mechanical Contractors

Est. 1909

P.O. BOX 3036, STATION "C", 399 KENORA AVENUE, HAMILTON, ONTARIO L8H 7J3
JUL 25 1978

561-2824

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

July 11th 1978

Anthony Butler Architect,
11, Dundurn Street, North,
Hamilton, Ontario.

ATTENTION: Mr. A. Butler.

Re: Hamilton Library & Farmers Market
Project 7524.

ANTHONY BUTLER ARCHITECT	7521
AR JM	JUL 11 1978
C P Brock C W Phillips C QTP C Pissett	

Gentlemen,

Further to our meeting of July 4th 1978 and subsequent telephone calls, we wish to confirm the following for your consideration.

- (A) To change refrigerated drinking fountains to standard fountains, saving of \$1,800.00.
- (B) Delete supply of enzymes for grease trap from contract saving of \$460.00.
- (C) To change the following the control system, based on Honeywell Controls.
 - 1. Changes to the hardware on the carbon monoxide system.
 - 2. Change wiring from conacote to E.M.T. total saving of \$2,000.00.
- (D) To change totally enclosed motors on Paco Pumps to Drip Proof, saving of \$2,200.00.
- (E) To change Fire Hose Cabinets from stainless steel to standard prime coat cabinet, saving of \$3,000.00.

We hope the above meets with your approval.

Yours truly,
GOODRAM BROS. LIMITED,

J. Elliott,
Vice-President.

JE/c.

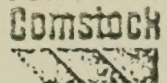
PLUMBING, HEATING, VENTILATING, AIR-CONDITIONING SYSTEMS — PIPE FABRICATING, BOILER ERECTIONS — AUTOMATIC SPRINKLER SYSTEMS

Western Ontario Division

(416) 335-3333

3455 Landmark Road, Burlington, Ontario, Telephone (416) 632-9181

Mailing Address: P.O. Box 770, Hamilton, Ontario L8N 3N4



July 11th, 1978.

Anthony Butler Architect
11 Dundurn Street North
Hamilton, Ontario.

Attention: Mr. J. Mills.

Re.: Hamilton Central Library
and Farmers' Market.

RECEIVED

OCT 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

ANTHONY BUTLER ARCHITECT	7521
AB JMA	JUL 11 1978
C P B... C W Phillips	

Gentlemen:

We are pleased to quote you the following Firm Prices for items to be deducted from the Base Bid:

	Deduct From Base Bid.
(1) Changing all Conocote Conduit in Concourse Level except Basement Floor Slab to E. M. T.	\$ 5,500.00
(2) Change Conocote Conduit in Basement Floor Slab to Rigid Conduit	1,200.00
(3) Change Branch Wiring from X Link to T. W. H.	4,000.00
(4) Wiring for 12 Water Coolers	1,200.00
(5) Change clocks from digital to 12" Round Face	4,500.00
(6) Type B Fixture using K12 Lens	19,200.00
(7) Change J & R Series fixtures from McPhilben with cast aluminum enclosure to sheet metal enclosure with prismatic acrylic lens manufactured by Astro-Lite (drawing to be supplied by July 11th, 1978). Colour to arch. choice.	10,500.00
(8) Change Q1 Fixture from Raak Manufacturing to Lightolier # FAE 0317X01/PQC2427 - 4 light	2,900.00

... /2

Mr. J. Mills
Anthony Butler Architect
July 11th, 1978.

- 2 -



(9) Reduce Section 16M (C. U. P. Control Tie-In)

\$10,000.00

Total:

\$59,000.00

We trust that the above meets with your approval.

Yours very truly,

COMSTOCK INTERNATIONAL LTD.

A handwritten signature in dark ink, appearing to read "W. F. Sandercombe".

W. F. Sandercombe
Division Electrical Manager
Western Ontario Division.

WFS:cjv

c. c. :	Mr. J. Quist,	Quist Tyrrell Palmers Limited
	Mr. V. Alboini,	Pigott Construction Limited
	Mr. J. D. Archibald,	Comstock International Ltd.
	Mr. H. Sheppard,	Comstock International Ltd.

Western Ontario Division

(416) 635-3333

3455 Landmark Road, Burlington, Ontario. Telephone (416) 632-9181

Mailing Address: P.O. Box 770, Hamilton, Ontario L8N 3N4



July 11th, 1978.

Anthony Butler Architect
11 Dundurn Street North
Hamilton, Ontario.

Attention: Mr. J. Mills.

Re.: Hamilton Central Library
and Farmers' Market.

RECEIVED

OCT 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

ANTHONY BUTLER ARCHITECT	7521
AB JM	JUL 11 1978
C D Brook	
C W Phillips	

Gentlemen:

We are pleased to submit the following Breakdown for Item D, Page 1, of our letter to you dated July 7th, 1978.

Breakdown.

1.	Additional Feeder for H. H. E. S.	\$ 3,000.00
2.	Second Cable to Library Market	<u>17,000.00</u>
	Total:	\$20,000.00

Not included in the above Breakdown is \$4,500.00 for Hamilton Hydro carried in a specified allowance for the Project.

I trust that the above meets with your approval.

Yours very truly,

COMSTOCK INTERNATIONAL LTD.

W. F. Sandercombe,
Division Electrical Manager
Western Ontario Division.

WFS:cjv

(1) *Library & Market*

SALTFLEET CONSTRUCTION LTD., Hamilton, Ontario.

- Re: Engineering Department -

Contract No. E-78-6(LM) Hamilton Central Library & Farmers'
Market Bid Package #3, Concrete Substructure, in accordance
with specifications issued by the City Engineer, and Vendor's
Tender for the total sum of.....\$610,900.00

Note: Lowest of 5 tenders.

JUL 13 1978

OTIS ELEVATOR COMPANY LIMITED

130 Ferguson Avenue North
Hamilton, Ontario L8R 1L7
June 28, 1978

Phone (416) 528-0015

ANTHONY BUTLER ARCHITECT	752/
JUL 10 1978	
C Pigott	
C W Phillips	

RECEIVED

OCT 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Mr. J. R. Jones
Secretary Board of Control
City Hall
71 Main St. W.
Hamilton, Ontario

SUBJECT: HAMILTON CENTRAL LIBRARY & FARMER'S MARKET
CONTRACT E-78-12 (LM)
BID PACKAGE NO. 7 - ELEVATORS & ESCALATORS
PROPOSAL NO. FHS-1946

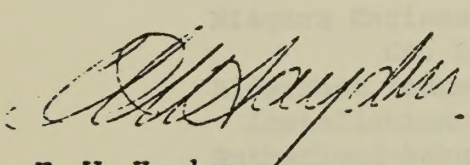
Dear Sir:

Please be advised the amount included in our tender submission
for Bid Package No. 7 to furnish and install the "No. 1"
Escalator is --

EIGHTY-ONE THOUSAND FOUR HUNDRED AND NINETY DOLLARS---(81,490.00)

Yours truly,

OTIS ELEVATOR COMPANY LIMITED


K. W. Hayden
Hamilton Manager

KWH/va

W.L. PHILLIPS
B.A.Sc., M.E.I.C., P.ENG.,
CITY ENGINEER
AND
CO-ORDINATOR
LLOYD D. JACKSON SQUARE



E-78-12
REFER TO FILE NO. E-78-13
301-0008*
ATTENTION OF W. L. Phillips
YOUR FILE NO.

THE CORPORATION OF THE CITY OF HAMILTON

DEPARTMENT OF ENGINEERING
CITY HALL, HAMILTON
L8N 3T4

12 July 1978

RECEIVED
OCT 25 1978

Mr. Chairman and Members,
Board of Control.

Re: Central Library & Farmers' Market

Members of the Board:

On 28 June 1978, your Board received tenders for Bid Packages 5, 6, 7 and 9 for this project. The following bids were received:-

Bid Package No. 5 - Mechanical

Goodram Bros. Ltd.	\$2,535,000.00
Sutherland-Schultz Ltd.	2,703,000.00
Comstock International Ltd.	2,745,120.00
S.I. Guttman Ltd.	2,833,594.00

Bid Package No. 6 - Electrical

Comstock International Ltd.	\$1,345,667.00
Imperial Electric Co.	1,385,000.00
Niagara Engineering & Const.	1,496,840.00
Co. Limited	
Aldershot Industrial	1,596,759.00
Installations Ltd.	
Sutherland-Schultz Ltd.	1,640,539.00

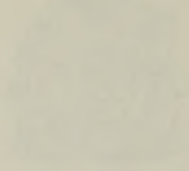
Bid Package No. 7 - Elevators & Escalators

Dover Corporation Ltd.	\$ 316,000.00
Otis Elevator Co. Ltd.	450,315.00
Montgomery Elevator Co. Ltd.	456,664.00

Bid Package No. 9 - Superstructure

Avenue Structures	\$2,455,000.00
Robertson-Yates Corp. Ltd.	2,797,612.00
Frid Construction Co. Ltd.	2,958,000.00
Saltfleet Construction Ltd.	3,480,332.00

Continued.....



The Corporation of the City of London

Report of the Corporation of the City of London
for the year 1910

1910

At a meeting of the Corporation of the City of London
held on the 10th day of January 1911

Present: The Mayor, Aldermen, and Commoners

Resolved: That the following be adopted as the

Report of the Corporation of the City of London
for the year 1910, and that the same be printed
and distributed to the Members of the Corporation.

Report of the Corporation of the City of London

The Corporation of the City of London
has the honor to acknowledge the receipt of
the Report of the Corporation of the City of London
for the year 1910, and to express its appreciation
of the efforts of the Corporation in the discharge
of its duties.

Report of the Corporation of the City of London

The Corporation of the City of London
has the honor to acknowledge the receipt of
the Report of the Corporation of the City of London
for the year 1910, and to express its appreciation
of the efforts of the Corporation in the discharge
of its duties.

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of the efforts of the Corporation in the discharge
of its duties.

Printed by...

I attach, herewith, a copy of two letters, dated 11 July 1978, from Mr. A. Butler, Architect, which outlines his recommendations.

As noted by Mr. Butler, the following credits are available to these packages:-

Bid Package No. 5	-	\$ 43,460.00
Bid Package No. 6	-	59,000.00
Bid Package No. 7	-	<u>27,500.00</u>
Total	-	\$129,960.00

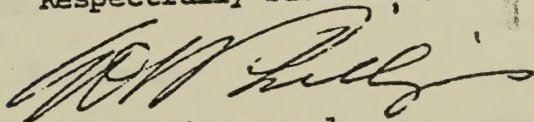
In addition, there is the possibility of further credits in Bid Packages No. 5 and 9 but these are not finalized at this time.

In the case of Bid Package No. 7, Dover Corporation Ltd. submitted a tender for elevators only and also submitted a letter which qualified their tender. This letter is not acceptable and therefore it is recommended that this bid be rejected.

I would recommend that your Board award these contracts in accordance with the attached recommendations and that the credits be deducted by Change Orders after the contracts are executed.

Based on the award of these contracts, as recommended, I have prepared the attached statement to indicate to your Board the status of the budget for this project at this time. This statement shows that, with the award of these contracts, the cost of this project is \$750,123.00 over the approved budget. When the credits of \$129,960.00 are deducted, it will leave the cost approximately \$620,163.00 over the approved budget.

Respectfully submitted,



City Engineer and
Co-ordinator, Lloyd D. Jackson Square.

WLP:jb
Attch.

- c. c. Controller I. Stout
- c. c. Mr. Anthony Butler, Architect
- c. c. Mr. W. H. McFarland, City Treasurer
- c. c. Mr. T. Bradley, Director of Purchasing
- c. c. Mr. K. A. Rouff, City Solicitor

CENTRAL LIBRARY AND FARMERS' MARKET

<u>Bid Package</u>	<u>Estimate</u>	<u>Tender</u>	<u>Over+</u> <u>Under-</u>
No. 1 - Excavation	210,000	141,201	68,799 (-)
2 - Footings	238,000	238,542	542 (+)
3 - Substructure	600,000	610,900	10,900 (+)
4 - Conduit System	10,000	7,498	2,502 (-)
5 - Mechanical	2,292,000	2,535,000	243,000 (+)
6 - Electrical	1,150,000	1,345,667	195,667 (+)
7 - Elevations	434,000	450,315	16,315 (+)
9 - Superstructure	2,092,000 }	2,455,000	355,000 (+)
11 - Structural Steel	8,000 }		
Sub-Total	7,034,000	7,784,123	750,123 (+)
8 & 10	51,000		
12 to 41 Incl.	<u>2,575,008</u>		
Sub-Total	9,660,008		
Management Fee	378,620		
Site Work	200,000		
Testing	12,000		
Security	<u>54,000</u>		
Sub-Total	10,304,628		
Misc.	<u>185,370</u>		
Sub-Total	\$10,489,998		
	(10,490,000)		

WLP:jb
12 July 1978

11 July 1978

RECEIVED
OCT 25 1978

Mr. W. L. Phillips
City Engineer & Coordinator
Lloyd D. Jackson Square
City Hall
71 Main Street West
Hamilton, Ontario

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Dear Mr. Phillips:

Further to my earlier letter of today's date, I enclose summaries of tenders received on 28 June 1978 for Bid Packages No. 5, 6, 7 and 9. Each of the summaries also indicates the credits for which we have received quotations, and which we recommend should be accepted.

When the credits are deducted, the total cost to date exceeds the budget by approximately \$586,000.00. We have recommended that revisions to the sprinklers should be retendered, which will achieve some further savings. Beyond this, however, no further savings can be achieved without making deletions to the facilities provided to meet the needs of the Building's occupants.

In their letter of 24 November 1977, a copy of which is attached, the Construction Manager stated that the budget was "tight but still achievable." and that "Any further delay in the start of the project will certainly lead to additional cost." Work on the first bid package began on site at the beginning of February 1978.

The budget for bid packages awarded or tendered to date amounts to 2/3 of the total budget; when the recommended contract amounts are added to the previous contracts awarded, the total amount is over 73% of the budget. There is very little opportunity to achieve sizable savings in the balance of work remaining to be tendered, and we anticipate that future bid packages will in all probability follow the same tendency as those recently tendered, even though we intend to make every effort to keep costs down.

The total of contracts awarded to date plus the recommended contract value for Bid Packages No. 5, 6, 7 and 9 exceeds the budget by 8.3%. In order to provide sufficient funds for the completion of the project, we recommend that the total budget should be increased by \$850,000. This amount does not include provision for the vertical book conveyor.

Yours very truly,

Anthony Butler
Anthony Butler

Summary of Bids Received 28 June 1978 for Bid Package No. 5 -
Mechanical, Contract E-78-10 (LM)

<u>Bidder</u>	<u>Amount of Bid</u>
Goodram Bros. Limited	\$ 2,535,000
Sutherland-Schultz Limited	2,703,000
Comstock International Ltd.	2,745,120
S. I. Guttman Limited	2,833,594

Recommended low bidder Goodram Bros. Limited \$ 2,535,000

Less alternates quoted in tender:

Marley Cooling Tower	\$ 1,000.00
Trane Environment Control Unit	3,000.00
Honeywell Controls	30,000.00

Further credits offered in letter
dated 11 July 1978

9,460.00

\$ 43,460

Recommended contract award amount

\$2,491,540

Summary of Bids Received 28 June 1978 for Bid Package No. 6 -
Electrical, Contract E-78-11 (LM)

<u>Bidder</u>	<u>Amount of Bid</u>
Comstock International Ltd.	\$ 1,345,667
Imperial Electric Company	1,383,000
Niagara Engineering & Construction Company Limited	1,496,840
Aldershot Industrial Installations Limited	1,596,759
Sutherland-Schultz Limited	1,640,539
Recommended low bidder Comstock International Limited	\$ 1,345,667
Less credits offered in letter dated 11 July 1978	<u>\$ 59,000</u>
Recommended contract award amount	\$1,286,667

Summary of Bids Received 28 June 1978 for Bid Package No. 7 -
Elevators and Escalators, Contract E-78-12 (LM)

Bidder	Elevators Only	Escalators Only	Elevators and Escalators
Otis Elevator Company Limited	\$359,305	\$135,495	\$450,315
Montgomery Elevator Co. Limited	\$326,628	\$130,036	\$456,664
Dover Corporation (Canada) Limited	\$316,000	-	-

Note: The bid from Dover Corporation was qualified, and cannot
be accepted.

Recommended low bidder Otis Elevator Company
Limited \$450,315

Less credits offered in letter dated
7 July 1978 \$ 27,500

Recommended contract award amount \$422,815

Summary of Bids Received 28 June 1978 for Bid Package No. 9 -
Concrete Superstructure, Contract E-78-13 (LM)

<u>Bidder</u>	<u>Amount of Bid</u>
Avenue Structures	\$2,455,000
Robertson-Yates Corporation Limited	2,797,612
The Frid Construction Company Limited	2,958,000
Saltfleet Construction Limited and Harm Schilthuis and Sons Limited, (Joint Venture)	3,480,330

Recommended low bidder Avenue Structures \$ 2,455,000

Note: Credits of \$33,795 may be received
for this bid package, as described in
letter from Pigott Structures dated
11 July 1978

We recommend that the contract should be
awarded in the full amount, pending confirmation
of the structural calculations in connection
with the proposed credits.

July 13, 1978

RECEIVED

OCT 25 1978

LEGAL DEPARTMENT
CITY OF CHICAGO

Mr. W. H. McFarland,
City Treasurer.

ATTENTION: Mr. E. Matthews

Re: Library - Farmers' Market Project

This is to confirm my telephone conversation with you on July 12th in which I advised that the Board of Control has approved the request of Controller Morrow that a meeting of the Capital Budget Committee be called to consider the letter of the City Engineer dated July 12, 1978 (a copy of which was sent to you) respecting the awarding of contracts and the additional cost of \$620,163 over the approved budget.

I wish to advise that the awarding of these contracts is being recommended by the Board of Control to City Council at a special meeting to be held at 6:00 p.m. on Tuesday, July 18th, 1978.

Yours very truly,

R. M. Collier,
Assistant Secretary,
Board of Control.

RMC:bc

c.c. Controller R. M. Morrow.

July 13, 1978

RECEIVED

OCT 25 1978

LEGAL DEPARTMENT
CITY OF
HAMILTON

Mr. Tom Bradley,
Director of Purchases.

Dear Mr. Bradley:

Re: Library - Farmers' Market Project

When the awarding of tenders for the construction of certain features of the Library/Farmers' Market was discussed, the question arose as to whether or not the City was required to pay sales tax on the furnishings. Also mentioned was the rebating of taxes on the building itself.

Would you, in consultation with the City Treasurer, review this matter and advise the Board just what taxes have to be paid, and if, in fact, the City is entitled to a tax rebate on any aspect of this project.

Yours very truly,

R. M. Collier,
Assistant Secretary,
Board of Control.

RMC:bc

c.c. Mr. W. H. McFarland, City Treasurer.

DOVER ELEVATOR

July 13, 1978.

RECEIVED
OCT 25 1978

LEAD
MENT

copy to
b. filing

City Hall,
Board of Control,
71 Main St. West,
Corporation of the City of Hamilton.

Attention: Mr. J.R. Jones

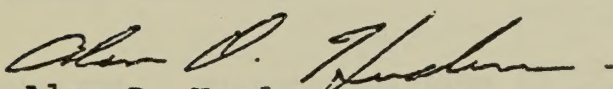
Re: Hamilton Central Library & Farmer's Market
Bid Package #7 - Elevators
Our Reference: #77-4022

Gentlemen:

Subsequent to the recent public tender closing of June 21st Re: Elevators and Escalators, we were most pleased to become aware of the fact that Dover Corporation were low bidder on the elevators.

In conjunction with the above we further understand that Dover has the architect's approval and recommendation as the elevator supplier. Therefore, we are assuming that Dover will be favoured with a contract for this work and are advising you of our complete cooperation throughout the length of this project.

Yours very truly,


Alan D. Henderson,
Sales Representative.

ADH/ks

3 The Spectator, Thursday, July 13, 1978

Project may go million over budget

THE NEW library-market complex could go \$1 million over budget.

Board of control was told yesterday the project is already over budget by \$750,000 with only nine of the 41 contracts tendered.

City engineer Bill Phillips said by making certain alterations the cost estimate over-run could be reduced to about \$620,000 so far.

One of the main contract estimate over-runs is for the

superstructure of the building which is \$355,000 over budget at \$2,455,000 — the lowest of four tenders.

Despite the high tenders, board of control voted to go ahead with construction after Mr. Phillips told them more delays will result in still further costs and not necessarily produce lower tenders.

As it is, said Controller Ian Stout, the project will almost certainly be \$1 million dollars over budget.

Controller Jim Bethune said it is evident part of the increase in costs is due to delays caused while city council and local contractors argued over which type of form to use for the contract.

Attributed

Mayor Jack MacDonald said that, in his judgment, part of the problem could be attributed to the type of contract forms the city is using.

Mr. Phillips said there is no way of knowing whether the type of contract form had affected the prices.

Controller Pat Valeriano said that in the case of the superstructure contract which is about 20 per cent over budget, the type of contract used could not have been significant. He said the items the city included in the contracts to guarantee the city's interests largely dealt with mechanical items and there are none in this particular contract package.

Mr. Phillips said the delay of two months on the project certainly had an affect on the prices.

He said that in the case of the superstructure there is one item of \$60,000 for heating which would probably not have been necessary if the project had been on time.

The mayor said that since that time two major labor contracts have been negotiated, increasing wages and the cost of labor to contractors.

New hearing

The mayor said the increase in costs will necessitate a further Ontario Municipal Board hearing.

He said there is provision in the city's capital budget for such over-runs.

Mr. Valeriano failed to find support when he objected to the city going ahead with the project when costs appeared excessive and asked that the various packages be re-tendered.

The mayor said that in light of council's interest in the project and the objection by Mr. Valeriano, he will call a special meeting of council before the next meeting of regional council to gain approval of the present bids.

Library-market money

Hamilton controllers had cause to hit the alarm buttons when they heard construction costs on the library-market complex are \$750,000 over budget and the shortfall could run up to \$1 million.

Hamiltonians, who will feel that added zing on their tax bills soon enough, deserve an explanation. They're entitled to know what went wrong, why, and who is responsible.

The city council, answerable to the public for this addition to the tax burden, shouldn't allow itself to be duped by evasions or to be stu-

pefied by a fog of technical and statistical gibberish.

Most important, however, the council should not let the project get sidetracked or delayed. Since Hamilton needed and should have built a new central library years ago, before inflation hit its present stride, delay has already established itself as a formidable factor in the project's costs.

A council examination of estimates and costs, while necessary, may or may not affect the final price. But procrastination would be sure to hurt.

City urged to consider halting library-market

THE CITY should seriously consider halting work on its new library-market complex in light of unexpectedly high tenders and an estimated \$750,000 cost over-run, says Alderman Bill McCulloch.

Mr. McCulloch said he will raise the matter of halting the project at a special meeting of council to be held next week.

This week board of control was told the project is already over budget by \$750,000 with only nine of the 41 contracts for the project tendered.

Controller Ian Stout estimated this would mean the project could be more than \$1 million over budget when completed.

Mr. McCulloch believes the cost could escalate even higher.

"It's time to consider if we need to go ahead at this time," said Mr. McCulloch. He said that some of the extra cost above estimates is attributed to a late start necessitating some work being carried out in the winter months at a higher cost.

Mr. McCulloch said he is disappointed that the city's "own advisors who determined the estimates could be so far out in their figures."

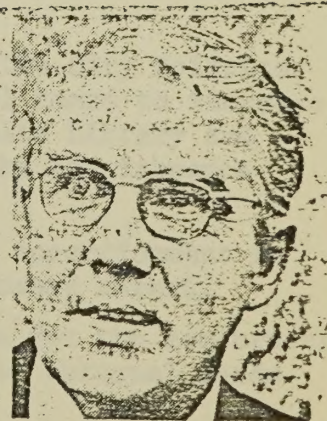
"I can't accept the wide divergence in figures was a result of the contract forms used by the city," he said,

"because, at the time the estimates were prepared, there was no reason for our staff and the architect to suppose the city would be using any other forms than those used."

Mr. McCulloch said that the controversy over which contract forms should be used in tendering the project came only after the estimates for the building had been worked out.

"Certainly those calculating the estimates had to go on the basis of city contract forms that were in constant use by the city," he said.

He said possibly in the light of the controversy surrounding the library-market project and in light



BILL McCULLOCH

Suggests review:

of the province calling for retrenchment of expensive projects, the city should review the necessity to go ahead with it at this time.

"I think it is evident the mood of the taxpayers is for a halt to rising taxes and that they understand this sometimes means waiting a little longer for a new facility."

H. MCFARLAND, A.P.A., R.I.A.
COMMISSIONER OF FINANCE
AND TREASURER

E.C. MATTHEWS, B.A., C.A.
DIRECTOR OF FINANCE

L.W. SELBY, B.Sc. (MATH), M.B.A.
DIRECTOR OF SYSTEMS AND
DATA PROCESSING



THE CORPORATION OF THE CITY OF HAMILTON
TREASURY

CITY HALL
HAMILTON, ONTARIO
L8N 3T4

TEL. 527-0241

July 17, 1978

RECEIVED
OCT 25 1978

Council
July 18/78
[Signature]

His Worship the Mayor and
Members of the Board of Control

Attention: Mr. J. R. Jones, Secretary

As requested by the Board of Control, the Capital Budget Committee at a meeting on July 17, 1978, reviewed the letter of the City Engineer, Mr. W. L. Phillips, which was addressed to your Board and dated July 12, 1978, in which he advised that the tenders received on Packages Nos. 1 to 11, inclusive, would be \$750,000 in excess of the original estimate.

The Capital Budget Committee discussed the method of financing this additional amount, taking into account the possibility that when the project is finally completed, the gross amount to complete the project when tenders are received for the remaining packages, could be over or under the amount being requested at this time.

The Board of Control should be aware that we have committed the Capital Levy for 1978 and 1979 for the increased cost of the Trade and Convention Centre. We have also allocated the major portion of our Capital Contingency for these two years and we only have \$64,000 for 1978 and \$100,000 for 1979 uncommitted.

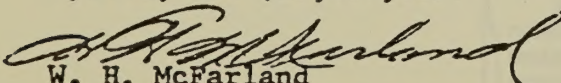
If it is the Board of Control and Council's intention to proceed with this project, then the Capital Budget Committee would recommend the following.

RECOMMENDATION

That the Board of Control recommend to City Council that the City Solicitor be authorized to make application to the Ontario Municipal Board to increase the gross amount required for the construction of the Public Library and Farmers Market by an additional \$750,000, to be financed by the issuance of twenty-year debentures.

For your information the City Engineer will recommend the apportionment to the City Solicitor, between the Public Library and the Farmers Market,

For the information of City Council, the original estimate for the construction of the Public Library and the Farmers Market, including the internal roads system, was \$10,490,000.


W. H. McFarland
Treasurer and Commissioner of Finance
WMcF/pp

c.c. - Controller R. M. Morrow
- Members, Capital Budget Committee

The Spectator, Wednesday, July 19, 1978 7

Project may finish \$1m in the red

MORE THAN \$6 million worth of contracts for the city's library-market construction were approved by council last night despite protests that they would push the project \$790,000 into the red.

The project is ultimately expected to be \$1 million over its initial budget.

Controller Pat Valeriano noted that the \$2,535,000 low tender for the mechanical work on the building was 11.6 per cent above estimate.

He also complained that there were only four bids on more than \$2 million worth of work for the superstructure of the building.

"This simply isn't normal at a time when contractors are hungry for work," said Mr. Valeriano.

Alderman Jim Stowe noted that "at least one of those who tendered (on the superstructure) obviously didn't want the job."

He was referring to a quote by Saltfleet Construction which was more than \$1 million above the low tender of \$2,455,000. Saltfleet was the company successful in bidding on the first two stages of the library-market building.

Mr. Valeriano said he believed the work should be re-tendered with advertising across the country on the project.

A delay of one month would perhaps increase tenders by one per cent at the most and could reduce it substantially, said Mr. Valeriano.

He said a 30-day delay might increase the price of the project by \$20,000 "nothing compared to the \$790,000 above estimate we are now faced with."

Strike

He said re-tendering probably would not result in further delays because some of the construction trades were on strike and this would probably delay the project in any case.

Alderman Fred Lombardo closely questioned city engineer Bill Phillips on why the tender prices were so high above estimates.

He said he could not understand how a delay of two months in tendering or how union contract negotiations could have significantly increased costs, as Mr. Phillips suggested.

He noted that a number of the trade agreements had not yet been settled and therefore the situation on some of the tender packages did not appear to have been altered as far as labor costs were concerned.

Mayor Jack MacDonald said it would not be wise or ethical to re-tender the project.

He said the work had been widely advertised in a journal read by contractors and that those who had wanted to bid presumably had done so.

Mr. Valeriano and Alderman Bill McCulloch alone voted against approving the tenders.

July 20, 1970.

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OCT 25 1970

LEGAL DEPARTMENT
CITY OF
MEMPHIS

Mr. W. L. Phillips,
City Engineer.

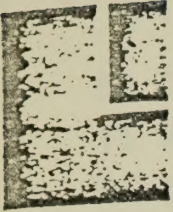
Re: Farmers' Market

The Board of Control has suggested that you look into the possible salvaging of the outdoor umbrellas and concrete stands which are located at the southerly end of the Farmers' Market.

Would you please look into this possibility, and advise the Board.

R. M. Collier,
Assistant Secretary,
Board of Control.
RMC/gk

c.c. Mr. H. Barker, Property Maintenance Superintendent

*Copies
to
Council*

THE CORPORATION OF THE HAMILTON PUBLIC LIBRARY

55 MAIN STREET WEST HAMILTON L8P 1H5, CANADA TELEPHONE (416) 529-8111 TELEX 021-802

July 20, 1978

His Worship Mayor John A. MacDonald,
City of Hamilton,
City Hall,
Hamilton, Ontario.

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OCT 25 1978

LEGAL DEPARTMENT

JUL 21 1978

Dear Mayor MacDonald:

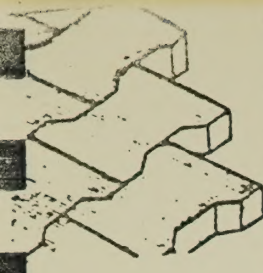
On behalf of the Library Board and staff of the Hamilton Public Library, I wish to thank you for your continuing support during this stage of construction of the new library project. Your efforts, as well as those of members of Board of Control and City Council, in the recent difficulties regarding tenders, are greatly appreciated.

Please extend our gratitude to your colleagues on Board of Control and City Council for their assistance and support.

Yours very truly,

Fritz E. Wigle,
Chairman, Hamilton Public Library Board.

FEW:sr



MAIMANN PROFESSIONAL
HOME IMPROVEMENT
INSTALLATION OF INTERLOCKING
PAVESTONES
NATURAL STONework
WOODEN FENCES, DECKS AND BEAM WORK
TREE CUTTING AND REMOVING OF HEDGES
SEALING OF CRACKED BASEMENT WALLS
INSIDE AND OUTSIDE
BATHROOM RENOVATION AND REPAIR

233 DUKE ST. E.
KITCHENER, ONT.

Aug. 2. 1978

To City of Hamilton
71 Main St. W.
Hamilton, Ont. L8N 3T4

RECEIVED

OCT 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Copies sent to

Bill Phillip

Jon Bradley

Attention: City Sec. J.R. Jones!

Gentlemen:

Re: Installation of Interlocking Pavestones.

Library 3: Farmers Market, Merrick St., Hamilton.

I am writing to offer my services.

My business is the installing of any kind of Interlocking Paving Stones which are available on the market.

Enclosed is a description of the Pavestones and their various uses.

I have had over 10 years experience with these Pavestones in Europe and have been installing them since 1976 in Canada. I am specialized for small and large jobs.

I will guarantee you reasonable prices, excellent quality and first class references.

Thank you for your consideration and if you require any further information, or would like a free estimate, please contact me.

Sincerely yours,

J. Maimann

Juergen Maimann,

August 9, 1978

CONFIDENTIAL

RECEIVED

OCT 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Mr. A. F. Gillespie,
Director of Personnel.

Dear Mr. Gillespie:

Attached please find a statement of earnings in the name of _____ covering earnings while employed by Saltfleet Construction Company on the Library/Farmers' Market Project.

From the enclosed, you will note that this rate is below the rate set out in the fair wage clause of the City's contract and the Board has directed that the Director of Personnel and the City Engineer look into this matter.

I would stress the necessity of keeping the name of the employee absolutely confidential. Apparently, this information was brought to our attention by Mr. Al Davison of the Hamilton Builders Trades Council.

Please note the information pertaining to this letter was turned over to you at this time.

Yours very truly,

J. R. Jones, Secretary,
Board of Control.

JRJ:bc

c.c. Mr. W. L. Phillips, City Engineer

August 7, 1944

RECEIVED
AUG 10 1944
U.S. DEPT. OF JUSTICE
WASHINGTON, D.C.

CONFIDENTIAL

Mr. J. Edgar Hoover,
Director of Personnel.

Dear Mr. Director:

Enclosed please find a statement of conduct in the case of
counseling center with subject by Robert Hamilton located in
the Washington, D.C. area.

From the enclosed, you will note that this case is being
and not in the file case of the City's conduct and the same
directed to the Director of Personnel and the City Engineer for
this matter.

I wish to state for accuracy of record the nature of the
absolutely confidential. Personally, the information was
not intended to be. At the time of the subject's release from
the institution.

Please note the information pertaining to this matter has been
over to you at this time.

Yours very truly,

J. Edgar Hoover, Director
Bureau of Personnel

WJH:bc

cc: Mr. W. L. Phillips, City Engineer

PIGOTT STRUCTURES COMPANY LIMITED
ENGINEERS AND CONTRACTORS
P.O. BOX 309
HAMILTON, CANADA L8N 3G7

August 16, 1978

Anthony Butler, Architect
11 Dundurn Street North
Hamilton, Ontario
L8R 3C8

RECEIVED
OCT 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Attention: Mr. J. Mills, M.A.A.T.D.

Dear Sir

Re: 515 - Hamilton Central Library
and Farmer's Market

Tender opening yesterday with B.P. #13 roofing, 14 s/s. panels and 15 Aluminum Windows revealed we've got another problem, namely:

1) B.P. #14 - Stainless Steel Panels

No tender received and the problem - work of these items subject to redesign using different materials and retendering. This should be done as soon as possible.

2) B.P. #13 - Roofing and Sheet Metal
B.P. #15 - Aluminum Windows

Lowest tender for both was in excess of the budget price allowance. To identify factors we held discussions yesterday with successful bidders. From the attached separate for each B.P. explanation for cost overrun are due to items of work added as below:

a) B.P. #13 Roofing and Sheet Metal

Budget price	\$ 83,000.00
Low Bidder - Riddell	<u>209,770.00</u>
Difference cost overrun	\$126,770.00

Re: attached value of work added \$139,000.00.

Cont'd....

August 10, 1901

My dear Sir:
In answer to your letter of the 2nd inst. regarding the purchase of the land for the proposed road, I have the honor to acknowledge the receipt of your letter and to inform you that the same has been forwarded to the proper authorities for their consideration.

Very respectfully,
J. B. Smith, Commissioner

Enclosed

For the purchase of the land for the proposed road, I have the honor to acknowledge the receipt of your letter and to inform you that the same has been forwarded to the proper authorities for their consideration.

I have the honor to acknowledge the receipt of your letter of the 2nd inst. regarding the purchase of the land for the proposed road, and to inform you that the same has been forwarded to the proper authorities for their consideration.

Very respectfully,
J. B. Smith, Commissioner

I have the honor to acknowledge the receipt of your letter of the 2nd inst. regarding the purchase of the land for the proposed road, and to inform you that the same has been forwarded to the proper authorities for their consideration.

Very respectfully,
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J. B. Smith, Commissioner

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Very respectfully,
J. B. Smith, Commissioner

Anthony Butler, Architect
Attention: Mr. J. Mills, M.A.A.T.D.
Page 2
August 16, 1978

b) B.P. #15 - Aluminum Windows, Skylights etc.

Budget price - Alum. Windows	⁴⁵⁸ \$456,000.00
- s/s. Doors	<u>16,000.00</u>
Total Budget	\$474,000.00
Low Bidder - Sentinel	<u>798,213.00</u>
Difference cost overrun	\$324,213.00

Re: attached value of work added

Items 1 to 8 inclusive \$247,260.00
Item #9 cost comparison had not been worked out.
Mr. L. Banatti with whom I held discussion said
he needed more time to recheck and promised to
confirm exact cost for items 1 to 9 inclusive.

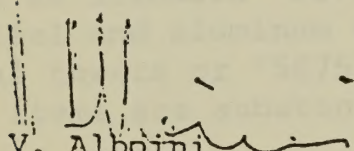
Copy of Sentinel letter of August 16, 1978 is enclosed.

We have requested representatives of B.P. #13 and #15
to examine drawings and specifications and to submit
recommendations for potential savings for your approval.

Lastly, regarding B.P. #15 Aluminum Windows a meeting
has been arranged for today at 1:30 p.m. in your office-
possible savings will be discussed at that time.

Yours very truly

PIGOTT STRUCTURES COMPANY LIMITED


V. Alboini
Project Manager

Enclosure
VA:jm

cc Mr. V. C. Catchick, P. Eng.
Mr. J. Begley, P. Eng.

ALUMINUM

minum products co. limited

railside rd. don mills - ontario - canada - M3A 1A8
Telephone (416) 444-5201

August 16, 1978.

RECEIVED
AUG 17 1978
PIGOTT CONSTRUCTION LIMITED
HAMILTON

VA

RECEIVED
OCT 25 1978

LEGAL DEPT.
THE CORPORATION
THE CITY OF HAMILTON

Pigott Structures Co. Limited,
P. O. Box 309,
Hamilton, Ontario.

Attention: Mr. V. Alboini.

Gentlemen:

Re: Hamilton Library & Farmer's Market.

We have listed below additional items and our explanation of costs over and above the original budget pricing given you for Aluminum Windows, Skylights, etc., for the above project as follows:

Additional items - not included in original budget pricing.

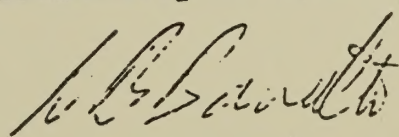
Custom Entrance framing and door frames-----	\$36,000.00
Skylights-----	60,000.00
Sunscreens-----	80,000.00
Louvres-----	20,000.00
Aluminum Panel-----	34,000.00
Performance Bond-----	4,000.00
Spare Sealed Units-----	6,000.00
	<u>\$240,000.00</u>

In original budget figure all typical aluminum framing was estimated as standard "3875 Series". No allowance was made for either custom steel and aluminum curtain wall framing at ground floor and mechanical towers or "5875 Series" two-storey curtain wall. Both of these items are substantially more expensive than "3875 Series".

Also the final details of perimeter flashings, sills and adaptors are made more complicated than the details on which the budget was based. This involves extra costs on both material and labour.

Trusting this is the information required, we are.

Yours very truly,



L. B. Banatti.
Architectural Sales Manager.

LSB:go



hitectural aluminum windows • curtain walls • entrances • sloped window

STANDARD PRODUCTS CO. LIMITED

INCORPORATED IN THE UNITED KINGDOM
REGISTERED OFFICE: 1, ABchurch Lane, LONDON, E.C. 4

TELEGRAMS: "STANDARD"
TELEPHONE: 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

BRANCHES: LONDON, MANCHESTER, GLASGOW, EDINBURGH, DUBLIN, BIRMINGHAM, LEEDS, SHEFFIELD, NEWCASTLE, LIVERPOOL, CARDIFF, BANGOR, ABERYSTWYTH, SWANSEA, PLYMOUTH, SOUTHAMPTON, BRISTOL, EXETER, TRURO, FARNHAM, READING, WIMBORNE, BATH, GLOUCESTER, CHELSEA, LONDON, S.W.

THE STANDARD PATENT FERTILISER CO. LIMITED

INCORPORATED IN THE UNITED KINGDOM
REGISTERED OFFICE: 1, ABchurch Lane, LONDON, E.C. 4

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STANDARD PATENT FERTILISER CO. LIMITED
INCORPORATED IN THE UNITED KINGDOM
REGISTERED OFFICE: 1, ABchurch Lane, LONDON, E.C. 4

August 16, 1978

B.P. #13 - Roofing & Sheet Metal

Budget	\$ 83,000.00
Tender Riddell	<u>\$209,770.00</u>
Difference Excess Cost	\$126,770.00

Changes to Budget Price

- 1) Plastic Skydomes - 34/No. Double
 17/No. Single
Total - 51/No..... \$ 66,000.00/Ex.
 - 2) Roof Area Increases
Original Budget - 37,900/s.f.
Now - 46,500/s.f..... \$ 34,000.00/Ex.
 - 3) Roofing - Budget - 2" Roof Mate insulation
 and 4-ply.
Now - 2/ply felt vapour barrier
 2" Fibreglass insulation
 All joints taped
 4" ply felt double pour
Cost Added \$ 16,000.00/Ex.
 - 4) Roof Runway
½" thick roof tread, W. R. Meadows
Precast slabs 2½" thick, 3'-0" wide \$ 10,000.00/Ex.
 - 5) Roof Flashing
Design more custom - larger girts \$ 10,000.00/Ex.
 - 6) Spares - vent pipe flashings -
60/No. Total \$ 3,000.00/Ex.
- Total Cost Added \$139,000.00/Ex.

August 10, 1918

W. F. A. - Building a Small House

August 10, 1918
Total 10,000.00
Original Budget - 10,000.00
Actual Total - 10,000.00

Change in Budget

1) Increase in Budget - 10,000.00
10,000.00

Total

Cost of Construction

Original Budget - 10,000.00
Actual Total - 10,000.00

2) Building - 10,000.00
and 10,000.00
Total 10,000.00
Original Budget - 10,000.00
Actual Total - 10,000.00

Cost of Construction

Cost of Construction

Original Budget - 10,000.00
Actual Total - 10,000.00

Cost of Construction

Original Budget - 10,000.00
Actual Total - 10,000.00

Cost of Construction

Original Budget - 10,000.00
Actual Total - 10,000.00

Total Cost of Construction

August 16, 1978

B.P. #15 - Aluminum Windows, Skylights, etc.

Budget Aluminum Windows -	\$458,000	
S/St. Doors	- 16,000	\$474,000
Sentinel Tender		\$798,213
Difference Excess Cost		\$324,213

Changes to Budget Price (Not included in original budget)

- 1) Entrance framing completely revised.
Sloped head and glazing \$ 36,000.00/Ex.
Special Design
- 2) Skylights - 3/large - \$ 60,000.00 *57,800*
Budget *37,240.00* *20,640 -*
22,100, 20,640 \$ ~~27,260.00~~/Ex.
- 3) Sun Screens - (Not in Budget) \$ 80,000.00/Ex.
- 4) Louvres - 800/s.f. (Not in Budget) \$ 20,000.00/Ex.
- 5) Aluminum panels - 3000/s.f. (Not in Budget) *18,000 -*
\$ ~~34,000.00~~/Ex.
- 6) Performance Bond \$ 4,000.00/Ex.
- 7) Spares - 3 additional sealed units ea. size,
25 different sizes approximately,
Total 72 extra units approximately \$ 6,000.00/Ex.
- 8) Specified 5875 curtain wall aluminum and steel
ground floor - Steel curtain wall around market
area, steel curtain wall mechanical tower.

Areas included in budget, but design much more
custom.
Mr. Banatti - Cost comparison not ready could be .. \$ 40,000.00/Ex.
- 9) Adapter frames interfaced with S/S panels originally
figured small aluminum angle.
Now - Heavy aluminum extrusion, cost comparison
not ready \$?
- Total Cost added less - #9 \$247,260.00
\$224,640

Aug. 17/78 Soaring costs make project a 'nightmare'

By DOUGLAS FOLEY
Spectator Staff

HAMILTON'S LIBRARY-MARKET complex is becoming a financial nightmare, Controller Ian Stout said yesterday.

The threat of higher costs for the project could mean drastic changes in the plans to keep it on target for its \$11 million budget, he said.

Mr. Stout made his comments after the low bids for two contracts on the project came in more than \$400,000 over the estimated prices. No bids were received on a third package.

"I have always said the building would end up costing us \$16 to \$17 million, and I'm afraid that prediction is going to be awfully close," he said.

"This may necessitate taking a floor off the building or some kind of drastic action. We are going to have a fantastically expensive and magnificent library."

The project is already almost \$800,000 over budget because of previous high tenders and fears have been expressed that the project will run \$1 million above original estimates.

Approved

City council met in special session last month to approve the previous above-estimate bids. Changes in the project budget also require approval by the Ontario Municipal Board.

Board of control will review the latest tenders next Wednesday after the matter is studied by project architect Anthony Butler, construction managers Pigott Structures Ltd. and city

Of three bids received yesterday for aluminum windows, entrances, skylights, louvres and glass, the lowest was presented by Sentinel Aluminum at \$798,213. The cost of the work was estimated at \$458,000.

The lowest of five bids for roofing and sheet metal work came from Riddell Roofing at \$209,770. The job was estimated at \$83,000.

Mr. Butler said contract estimates were drawn up last year and the original packages may not reflect adjustments that have been made since then.

"But it doesn't explain the difference as it presently stands. I can't really say why that is because we are looking into it right now. We have to get a great deal more detail," Mr. Butler said.

Blame

Mr. Stout blamed the high bids on inflation since the estimates were drawn, the current strike by carpenters and delays in getting the project started.

"I always felt the new contract for the project with its restrictions could necessitate the contractors to increase their prices to

some degree. But I never expected that much," he said.

Construction of the library-market was delayed at least six weeks earlier this year while council argued over wording for the project contract. Council finally gave the nod to the standard city contract used

in construction and rejected a form favored by the architect.

Mr. Stout said the carpenters' strike, which has halted all work on the project, is making contractors increase their prices because they don't know when they will be able to begin their jobs.

High bids for library-market blamed on form of contracts

THE CITY'S return to standard contract forms for the library-market complex may have caused contractors to overbid or shy away from the project, Mayor Jack MacDonald said yesterday.

But Mr. MacDonald said no one knows why bids for two contracts on the project last week came in more than \$400,000 over the estimated prices — or why no bids were received on a third package.

"Our technical people are analyzing the proposals to explain the poor showing and determine what can or should be done," he said.

The \$11 project is already \$800,000 over budget because of previous high tenders.

Mr. MacDonald said a report is

expected within one or two weeks from city engineer Bill Phillips, project architect Anthony Butler and construction managers Pigott Structures Ltd.

Full report

Controller Bob Morrow also said he was dissatisfied with aspects of the tenders but declined to give details until a full report is made.

The mayor said wording of the contracts may have been a stumbling block for contractors but would not say for certain whether it's considered the major problem.

After a six-week war over wording, city council decided in March to return to standard contract forms after some builders declined

to bid on contracts containing terms they considered too stringent.

Bill Cooper, president of Cooper Construction, predicted at that time that even with the return to the old Hamilton documents confusion among trade contractors could result in higher bids on some sections of the project.

The Hamilton Construction Association also expressed disappointment over returning to the old forms.

But the association also showed relief over deletion of clauses that would hold contractors responsible for defects discovered after the two-year warranty period and for errors in the design of the building.



CONSTRUCTION WORKERS, LOCAL 6

MAILING ADDRESS: POSTAL STATION "D" BOX 4207, HAMILTON, ONT. L8V 4L8
PHONE 389-8122

August 24, 1978

RECEIVED

AUG 25 1978

LOCAL DEPARTMENT

Corporation of the City of Hamilton
City Hall
Hamilton, Ontario

ATTENTION: Mr. J. R. Jones, Secretary of Board of Control

Gentlemen:

Re: Rising cost Library - Market complex

Having read about your concern over the increased cost of the above mentioned project, I would like to express our feelings on the matter on behalf of the members of Construction Workers Local 6.

As responsible taxpayers we too are concerned about the escalating cost of the project. No doubt inflation is playing its part just as much here as in anything else. But as far as increasing cost because of the delay we would like to set the record straight for you and for the Citizens of Hamilton.

We, as members of Construction Workers Local 6 feel very sorry that the job had to come to a halt. It was certainly not our wish.

From the outset it may appear that our members as a matter of sympathy with the provincial carpenters strike did not want to cross the picket line thereby causing the delay in the job. This is definitely not so.

Local 6 has a legal and binding contract with Saltfleet Construction which we would not think of breaking by going on an illegal sympathy strike.

Our members who were willing to work were forced into involuntary unemployment by another union who of all things are being accused by the Ontario Labour Relations Board of bargaining in bad faith.

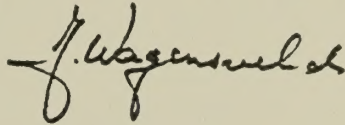
August 24, 1978

Mr. J. R. Jones

Thus a strike, which should not have been in the first place has kept some fifty employees off the job causing very much a hardship to our members, while delaying the progress of the project which in turn adds to the cost, thereby putting burden on the taxpayers of Hamilton.

May we respectfully request that copies of this letter be forwarded to Members of City Council for their information.

Yours truly,



Jack Wagenveld, Field Agent
Construction Workers Local 6,
C.T.U.C.

mj

c.c. to: Hamilton Spectator
Saltfleet Construction Limited

8 The Spectator, Saturday, August 26, 1978

Cuts could be costly: MacDonald

THE LIBRARY-market complex should not be downgraded to cut costs in the face of high bids and a poor show of interest from builders, Mayor Jack MacDonald said yesterday.

The mayor's defence of the civic project came after bids for two contracts amounted to \$400,000 over estimated costs and no bids were received on a third package last week.

The poor showing prompted Controller Ian Stout last week to describe the project a financial nightmare and suggest drastic changes might be necessary to save the \$11 million estimates from reaching up to \$17 million.

"We are going to have a fantastically expensive and magnificent library," Mr. Stout said.

Mr. MacDonald yesterday agreed some redesigning may be necessary but he emphasized that any cut-backs on the building's design might later result in higher overall costs.

Cement blocks

"The building is one that will serve Hamilton for 75 to 100 years. I don't think people want us to depreciate the building so it becomes just a pile of cement blocks," the mayor said.

Mr. MacDonald said he was disturbed about last week's bidding and expects an explanation within one or two weeks from the city engineer and the project's architect and construction managers.

He dismissed the suggestion that builders were pressuring the city following bitter disagreement in March over wording of the contracts which at least one large company felt might result in higher bids from contractors.

But he allowed: "There's got to be something amiss."

"What concerns me the most is the impression that people don't want to do business with the city."

Construction is slow at this time of year and contracts would normally attract about 15 bidders rather than the three bids received last week, he said.

Aug. 29/78

Strike may up library market cost

A SIX-WEEK work stoppage at the library-market construction site may end up costing the city extra money if a province-wide strike by carpenters continues, Controller Ian Stout said yesterday.

Inflation increases the cost of the \$12 million project monthly, although it's difficult to put a price tag on delays caused by the strike, he said.

Mayor Jack MacDonald said extra costs can only be assessed when the project is completed, adding he does not want to comment on a labor dispute.

The president of Saltfleet Construction also said it is difficult to guess how much the strike could cost his company in time and money to finish the foundation and walls for the first

floor of the complex.

But Al Van Troost added: "There's always a financial loss and there's a tremendous loss for Local 6 members."

Carpenters and laborers of Local 6 of the Construction Workers Union halted work on the site July 18, he said, when members of the United Brotherhood of Carpenters Local 18 set up pickets.

Local 6 field agent Jack Wagensveld said pickets were set up against Pigott Construction, construction managers of the project.

Local 18, which has been on a province-wide strike since July 4, has contracts with Pigott, although its members are not directly involved in the library-market construction.

Mr. Wagensveld said members of other

unions who transported concrete and steel supplies to the site refused to cross pickets in support of striking carpenters.

And the company was forced to lay off about 60 workers belonging to the Christian Trade Unions of Canada, said Mr. Van Troost.

Mr. Wagensveld said he wanted to make it clear that Local 6 members did not engage in an illegal sympathy strike.

The United Brotherhood of Carpenters has resumed negotiations with contractors, however, and city construction engineer Charlie Earle said: "Everyone's hoping to get back to work by Labor Day."

Mr. Earle said city contracts with Saltfleet do not provide for a penalty for the company for days lost on the job.

August 30, 1978

Mr. Jack Wagensveld,
Field Agent,
Construction Workers Local 6,
C.T.U.C.,
Box 4207, Postal Station "D",
Hamilton, Ontario.
L8V 4L6.

RECEIVED

OCT 25 1978

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Dear Mr. Wagensveld:

Re: Rising Cost Library - Market Complex

Your letter of August 24th, 1978 respecting the Library - Market Complex has been brought to the individual attention of the Members of the Board of Control, and will be passed on to City Council as requested.

Yours very truly,

J. R. Jones, Secretary,
Board of Control.

JRJ:bc

^{Sept 6/78} Library-market construction set to resume

Spectator Staff

WORK ON Hamilton's library-market project is expected to resume tomorrow after a nine-week strike by Ontario's 14,000 carpenters.

Tentative agreement on a contract was reached this morning between the United Brotherhood of Carpenters and Joiners and the Employers' Bargaining Agency, representing construction contractors.

Jack Tarbutt, business agent for Local 18 of the Brotherhood of Carpenters and Joiners, said picket lines, which stopped work July 18 when other unions refused to cross, would end today.

But Paul Hatton, project engineer for Pigott Construction, said the pickets were there late this morning.

"We should start work tomorrow but we won't know until we get here and see if the pickets have left," said Mr. Hatton.

Local 18 is not directly involved in the library-market project but its members have contracts with Pigott, construction managers.

Carpenters and laborers of Local 6 of the Construction Workers Union stopped work when the Local 18 picket went up.

William Stefanovitch, chairman of the union bargaining committee, said the union's steering committee recommended the carpenters return to work while the agreement is being ratified.

A ratification vote, expected to begin this week, could take as long as three weeks.

Since work on the complex was halted 60 workers were laid off by Saltfleet Construction. They were members of the Christian Trade Unions of Canada.

Al Van Troost, president of Saltfleet Construction, said the workers will be recalled immediately.

7 September 1978

Mr. W. L. Phillips
City Engineer & Coordinator
Lloyd D. Jackson Square
City Hall
Hamilton, Ontario

Dear Mr. Phillips:

Re: Contract No. E-78-14 (LM): Bid Package No. 13
Built-Up Roofing and Sheet Metal Flashing

We have carefully reviewed the contract documents for this bid package with the Construction Manager and the low bidder, Riddell Sheet Metal and Roofing Limited, to determine what adjustments can be made in the specified methods or materials, without reducing the quality of installation required for this project. The following items are proposed:

CREDITS

- | | |
|--|-------------|
| 1. Replace the specified 2 ply felt and asphalt vapour varrier on concrete decks with a 1 ply permstop vapour barrier | \$ 3,180.00 |
| 2. Change all flashings from specified materials to .040 utility aluminum, using 1 or 2 piece construction where practical | 9,050.00 |
| 3. Delete roof to connection to Stair No. 1, 5th floor | 205.00 |
| 4. Delete roof to Corridor 420 | 200.00 |

The total credit for the above items is \$12,635.00.

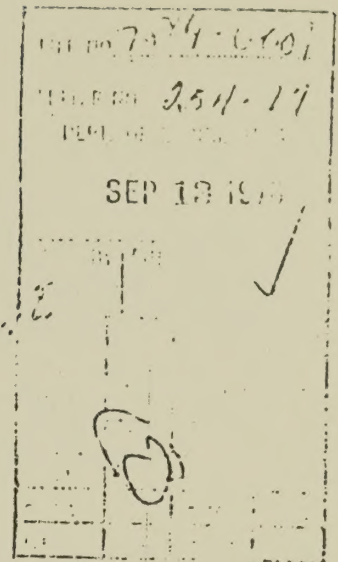
In addition, we are investigating the possibility of a change in the construction method of skydomes, and a reduction in their number. A further credit to this contract will result from these changes.

Yours very truly,

Anthony Butler

Anthony Butler

c.c. P. Brook
V. Alboini



8 September 1978

Mr. W. L. Phillips
City Engineer & Co-ordinator
Lloyd D. Jackson Square
City Hall
Hamilton, Ontario

Dear Mr. Phillips:

Re: Contract No. E-78-25 (LM): Bid Package No. 15
Aluminum Entrances, Windows, Skylights, etc.

The budget for this bid package, including bid package no. 16 which is now incorporated with it, was established as \$474,000.00. As you know, the lowest bid received when tenders closed on 16 August 1978, was for \$798,213.00.

In response to your request, we have carefully reviewed this bid package with the Construction Manager and the low bidder, Sentinel Aluminum Products Co. Limited, to determine the reasons for the difference between the budget figure and the low bid. The following items were either included in budgets for other bid packages or were not specifically identified in the original budget:

1. Louvres were not specifically identified as having been included in the original budget but are an essential component of the building.
2. The cost of sunscreens was omitted from the budget prepared for the Construction Manager by Sentinel, who were providing budgeting assistance at that time.
3. At the time of preparation of the original budget, the detailed requirements for all entrance doors were not available.
4. Two connecting corridors (no. 420, and a connection to stair no. 1 at 5th floor) were not indicated in the original design.
5. The specifications required provision of spare double glazed window units.

...2

6. After considerable discussion, the City Building Department decided that steel frames were required to the windows on the east elevation of the Market and the south elevation of the mechanical tower.
7. The low bidder has included \$10,000.00 in their tender, in relation to the liquidated damages clause of the General Conditions.
8. Material costs have increased at a greater rate than originally expected.
9. The original budget was prepared on the basis of work under this bid package commencing in Oct. 1978; work is now scheduled to begin in the spring of 1979. Labour and material costs will therefore be appreciably higher.
10. The cost of a Performance Bond was not included in the original budget.

We have found no major changes from the original design which would contribute to an increase in the cost for this bid package. Although there have been changes in the form of the skylights, the total area has been considerably reduced from that shown on the original design.

Yours very truly,

Anthony Butler

Anthony Butler

AB/gl

cc Mr. P. Brook
Mr. V. Alboini

8 September 1978

Mr. W. L. Phillips
City Engineer & Co-ordinator
Lloyd D. Jackson Square
City Hall
Hamilton, Ontario

Dear Mr. Phillips:

Re: Contract No. E-78-25 (LM): Bid Package No. 15
Aluminum Entrances, Windows, Skylights, etc.

We have carefully reviewed the contract documents for this bid package with the Construction Manager and the low bidder, Sentinel Aluminum Products Co. Limited, to determine what adjustments can be made in the specified methods or materials, without reducing the quality of installation required for this project.

The attached letter from Sentinel, dated 7 September 1978, indicates reduction in the base price for the work from their original quotation of \$798,213.00 to \$758,247.00, or a total credit of \$39,966.00. The letter describes the changes which are incorporated in this credit, which in our opinion would not adversely affect the quality of the work.

	<u>CREDITS</u>
In addition, further reductions can be achieved as follows:	
1. Change skylight glazing from double to single glazing.	\$ 7,692.00
2. Delete penalty clause.	\$10,000.00
3. Delete spare sealed glazing units.	\$ 6,000.00
4. Delete aluminum sills at concrete walls.	\$11,948.00
5. Delete enclosure to corridor no. 420.	\$ 3,570.00
6. Delete corridor enclosure at stair no. 1, 5th floor.	\$ 1,322.00
7. Delete baked enamel finish to steel window frames.	\$ 5,640.00

We recommend the acceptance of all the above items except no. 2, for a total credit of \$36,172.00. When this is added to the reduction in the base bid noted above, a total credit of \$76,138.00 can be achieved.

Yours very truly,

Anthony Butler
Anthony Butler
AB/gl

cc Mr. P. Brook
Mr. V. Alboini

Hamilton

aluminum products co. limited

0 railside rd. don mills - ontario - canada - M3A 1A8
Telephone (416) 444-5201

September 7, 1978.

Brook, Carruthers, Shaw Architects,
90 Adelaide Street, West,
Toronto, Ontario.
M5H 1W7

Attention: Mr. Phil Brook.

Dear Sir:

RECEIVED									
SEP 7 1978									
18	17	16	15	14	13	12	11	10	9
FILE									

Re: Hamilton Library & Farmers Market.

We are pleased to submit our revised base bid quotation for the above project of \$758,247.00.

In order to achieve cost savings, we have taken into account the following items.

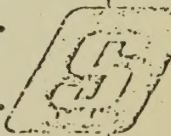
- Simplified spandrel and perimeter connection details.
- Revise aluminum panels to "Alucobond" sheet.
- Sunscreen framing revised to mill finish and anchor system modified.
- Delete Aluminum reveal trim at sill and jambs.
- Delete aluminum drip sill as per detail 19/4-1 and as added by addenda to detail 10/4-1.
- Delayed schedule allows for installation during more productive weather conditions.

The amount included in the revised quotation for sunscreens is \$75,334.00

We also submit the following additional cost savings for your consideration.

- 1. Revise all skylights to single glazing with 1/4" Georgian polished wired glass-----Credit--\$7,692.00.
- 2. Delete penalty clause-----Dredit--10,000.00.

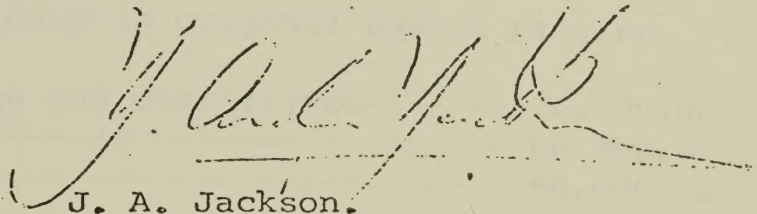
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Delete spare sealed units-----Credit--\$ 6,000.00
Delete baked enamel finish to steel frames-----Credit--\$ 5,640.00
Delete remaining aluminum sills ref. detail 9/4-1---Credit--\$11,948.00
Delete framing at corridor 420-----Credit--\$ 3,570.00
Delete framing at corridor to stair #1 -5th level---Credit--\$ 1,322.00

Trusting you find the above information in order, we remain.

Yours very truly,



J. A. Jackson.

Architectural Sales Representative.

AJ:go

c/

r. Vince Alboini,
igott Structures Co. Ltd.,
O. Box 309,
amilton, Ontario.

RECEIVED

RECEIVED
AUG 17 1978
PIGOTT CONSTRUCTION LIMITED
HAMILTON
VA

aluminum products co. limited

90 railside rd. don mills - ontario - canada - M3A 1A8
Telephone (416) 444-5201

August 16, 1978.

Pigott Structures Co. Limited,
P.O. Box 309,
Hamilton, Ontario.

Attention: Mr. V. Alboini.

Gentlemen:

Re: Hamilton Library & Farmer's Market.

We have listed below additional items and our explanation of costs over and above the original budget pricing given you for Aluminum Windows, Skylights, etc., for the above project as follows:

Additional items - not included in original budget pricing.

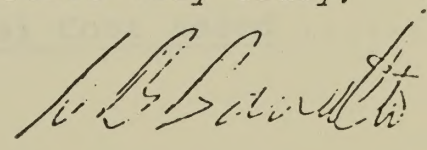
Custom Entrance framing and door frames-----	\$36,000.00
Skylights-----	60,000.00
Sunscreens-----	80,000.00
Louvres-----	20,000.00
Aluminum Panel-----	34,000.00
Performance Bond-----	4,000.00
Spare Sealed Units-----	6,000.00
Total-----	

In original budget figure all typical aluminum framing was estimated as standard "3875 Series". No allowance was made for either bottom steel and aluminum curtain wall framing at ground floor and mechanical towers or "5875 Series" two-storey curtain wall. Both of these items are substantially more expensive than "3875 Series".

Also the final details of perimeter flashings, sills and adaptors are made more complicated than the details on which the budget was based. This involves extra costs on both material and labour.

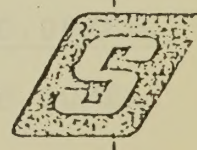
Trusting this is the information required, we are.

Yours very truly,



L. B. Banatti.
Architectural Sales Manager.

BB:go



Architectural aluminum windows • curtain walls • entrances • sloped windows

August 16, 1978

B.P. #13 - Roofing & Sheet Metal

Budget	\$ 83,000.00
Tender Riddell	<u>\$209,770.00</u>
Difference Excess Cost	\$126,770.00

Changes to Budget Price

- 1) Plastic Skydomes - 34/No. Double
 17/No. Single.
Total - 51/No..... \$ 66,000.00/Ex.
- 2) Roof Area Increases
Original Budget - 37,900/s.f.
Now - 46,500/s.f..... \$ 34,000.00/Ex.
- 3) Roofing - Budget - 2" Roof Mate insulation
 and 4-ply.
Now - 2/ply felt vapour barrier
 2" Fibreglass insulation
 All joints taped
 4" ply felt double pour
Cost Added \$ 16,000.00/Ex.
- 4) Roof Runway
 ½" thick roof tread, W. R. Meadows
 Precast slabs 2½" thick, 3'-0" wide \$ 10,000.00/Ex.
- 5) Roof Flashing
 Design more custom - larger girts \$ 10,000.00/Ex.
- 6) Spares - vent pipe flashings -
 60/No. Total \$ 3,000.00/Ex.
Total Cost Added \$139,000.00/Ex.

August 16, 1978

B.P. #15 - Aluminum Windows, Skylights, etc.

Budget Aluminum Windows -	\$458,000	
S/St. Doors -	<u>16,000</u>	\$474,000
Sentinel Tender		<u>\$798,213</u>
Difference Excess Cost		\$324,213

Changes to Budget Price (Not included in original budget)

- 1) Entrance framing completely revised.
Sloped head and glazing \$ 36,000.00/Ex.
Special Design
 - 2) Skylights - 3/large - \$ 60,000.00 *57,800*
Budget - 37,240.00 *37,240* \$ *20,640*
22,100, 20,640
 - 3) Sun Screens - (Not in Budget) \$ 80,000.00/Ex.
 - 4) Louvres - 800/s.f. (Not in Budget) \$ 20,000.00/Ex.
 - 5) Aluminum panels - 3000/s.f. (Not in Budget) *18,000*
\$ ~~34,000.00~~/Ex.
 - 6) Performance Bond \$ 4,000.00/Ex.
 - 7) Spares - 3 additional sealed units ea. size,
25 different sites approximately,
Total 72 extra units approximately \$ 6,000.00/Ex.
 - 8) Specified 5875 curtain wall aluminum and steel
ground floor - Steel curtain wall around market
area, steel curtain wall mechanical tower.

Areas included in budget, but design much more
custom.
Mr. Banatti - Cost comparison not ready could be .. \$ 40,000.00/Ex.
 - 9) Adapter frames interfaced with S/S panels originally
figured small aluminum angle.
Now - Heavy aluminum extrusion, cost comparison
not ready \$?
- Total Cost added less - #9 \$247,260.00

\$224,640

WILLIAMS

C.E.C. P. ENG.

ENGINEER

AND

COORDINATOR

10 JACKSON SQUARE



REFER TO FILE NO 301-0008*

ATTENTION OF

YOUR FILE NO

THE CORPORATION OF THE CITY OF HAMILTON

DEPARTMENT OF ENGINEERING
CITY HALL, HAMILTON
L8N 3T4

8 September 1978

RECEIVED

SEP 11 1978

Mr. Chairman and Members,
Board of Control.

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Re: Central Library and
Farmers' Market -
Contract No. E-78-24 (LM)
Bid Package No. 14

Members of the Board:

The City advertised this contract and requested that tenders be submitted to the Board of Control on 16 August 1978.

As your Board is aware, we received no bids for this contract. At that time we requested that the Architect and Construction Manager investigate this matter and determine the reason why we did not receive any bids.

For the information of your Board, I attach herewith a copy of a letter dated 24 August 1978 from Mr. A. Butler in which he advised that he contacted all the firms who took out documents for Bid Package No. 14 and listed their comments.

In addition, I attach herewith a copy of a letter, dated 8 September 1978, from Mr. Butler. Attached to this letter is a copy of a letter dated 21 August 1978 from Robertson Building Systems Ltd. in which they outline their reasons for not submitting a tender for this contract.

Following receipt of this information I instructed the Architect to investigate alternate methods of constructing the walls for this building.

I wish to point out to your Board that Mr. Butler states that he is investigating these alternate methods and in discussion with Mr. Butler on 8 September, 1978, he indicated to me that his recommendations respecting these alternatives should be available within one week's time.

Board of Control
8 September 1978

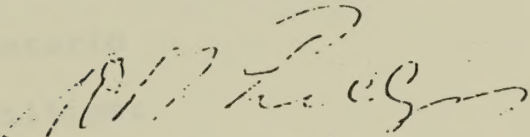
- 2 -

Continued.....

RECOMMENDATION:

I recommend that the Architect be instructed to submit an alternate design for the walls of this building within one week.

Respectfully submitted,



City Engineer and
Co-ordinator, Lloyd D. Jackson Square.

WLP:jb
Encl.

- c. c. Controller I. Stout
- c. c. Mr. Anthony Butler, Architect
- c. c. Mr. V. Alboini, Pigott Structures Ltd.

4 August 1978

Mr. W. L. Phillips
City Engineer & Co-ordinator
Lloyd D. Jackson Square
City Hall
Hamilton, Ontario

Dear Mr. Phillips:

As per your request at the meeting on 22 August 1978, we have contacted all of the firms who took out documents for Bid Package No. 14, Insulated Metal Wall Panel Systems and confirmed why they did not submit tenders, as per the following:

- a) Canadian Pittsburg Industries: They do not have a system to compare with the specified system. Their alternate system proved out too costly, as they were aware of the budget figure carried and felt that it was a waste of time to submit a tender only to have it not considered.
- b) Canadian Rogers Eastern Limited: They do not have an engineered patented wall system. They are essentially a custom metal fabrication plant and could not produce a system close to specifications or even an alternate.
- c) Embury Company: They do not have an engineered patented wall system and could not provide an alternate system. They too are essentially a custom metal fabrication plant.
- d) A. Fausten Inc.: They are manufacturers of various metal wall systems but do not have anything comparable to the specified system. They felt that it would not be worth their while to get involved with an alternate system.
- e) Kawneer Company Canada Limited: They are primarily a window and entrance manufacturer and they took out documents for this trade package by mistake.
- f) Robertson Building Systems: Their reasons for not submitting have already been discussed with you.

If you require any further information with regards to this situation please contact me at your earliest convenience.

Yours very truly,

Jack A. Mills

Jack A. Mills, M.A.A.T.O.
JAM/gl

cc Mr. P. Brook
Mr. V. Catchick

Butler Architect

100 West North, Hamilton, L8R 3C8, telephone (416) XXXXXX 527-2961

September 1978

W. L. Phillips
City Engineer & Co-ordinator
Lloyd D. Jackson Square
City Hall
Hamilton, Ontario

Dear Mr. Phillips:

Re: Contract No. E-78-24 (LM): Bid Package No. 14
Insulated Metal Wall Panel Systems

The budget for this bid package was established as \$224,000.00.
As you know, no bids were received when tenders closed on
16 August 1978.

In our letter to you dated 24 August 1978, we reported to you
on the reasons given by the various plan takers why they did
not submit quotations. We have also had extensive discussions
with the manufacturer of the system specified as the base bid
for the metal wall system, Robertson Building Systems. Attached
is a letter from them, dated 21 August 1978, which states their
reasons why they did not submit a price.

We have been investigating alternative methods of constructing
the walls for this building, with the intention of determining
a system as close as possible in performance and appearance to
that originally specified, but within the budget limitations
for the project. We will be making our recommendation to you
shortly.

Yours very truly,

Anthony Butler

Anthony Butler

AB/gl

cc Mr. P. Brook
Mr. V. Alboini

August 21, 1978

Mr. Jack Mills, MAATO
Manager
Anthony Butler Architect
11 Dundurn Street North
Hamilton, Ontario
L8R 308

ANTHONY BUTLER ARCHITECT	7521
AB JIM	AUG 22 1978
e. P. Butler B.P. 14	

Dear Mr. Mills,

Hamilton Central Library and Farmers Market

At your request, we are confirming our explanations to you, why we did not submit a tender, last week, on the Curtain Wall System for the Hamilton Central Library project.

Early last Summer, we informed you of our various products which, in our opinion, would be suitable as a wall system for this project. Eventually, you became interested in our "Forma2wall - Variable Module" with stainless steel exterior skin. Forma2wall at that time was a new product of our Parent Company, manufactured only in their plant in Stockton, California; and no project had been completed up to that time in this product using stainless steel sheeting.

Last Fall, we obtained from the Stockton plant their estimated prices for this product and gave you an indication of approximate pricing for your preliminary budget purposes.

The first project utilizing our Parent Company's stainless steel Forma2wall was constructed in the Spring of this year in Florida. Unfortunately, very serious technical difficulties were encountered on this project, causing a delamination of the skins from the panel.

Our Parent Company's Technical Center managed to overcome these difficulties, after considerable further research and development work, early this Summer. As a result, the product and the manufacturing processes for stainless steel panels had to be completely re-designed: For example, the galvanized steel "liner sheet" was discovered to be incompatible with the stainless steel outer sheet; thus, the liner sheet has to be also from stainless steel. Further, special epoxy primer has to be applied to the backsides of the individual stainless steel face and stainless steel liner sheets - rather than being coil-coated before cutting and forming of the sheets as originally planned. To protect the sheets

August 21, 1978

Mr. Jack Mills, MAATO

- 2

during manufacturing process, protective strippable coatings have to be applied, removed and re-applied several times. Etc.

Further, the Stockton plant also discovered that some of their original estimated costing for this new product was inadequate. Their actual manufacturing cost of this product, even prior to the re-design, proved to be substantially higher.

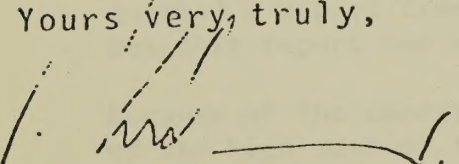
The extensive design modifications, and the effect of revised manufacturing costs, further combined with the price escalation of labour and material from last year's costs (aimed at Summer 1978 installation) to the present costs (for the now scheduled late Winter and early Spring of 1979 installation); and with the substantial increase in the exchange rate between the Canadian and U.S. dollars. All these increases were then magnified by the customs duties and federal sales taxes.

Unfortunately, we ourselves were unaware of the tremendous compounded effect of all these factors on the price. Only when we received the new price estimates from our Stockton plant, on the eve of the tender closing, did we become aware of the very substantial cost increase. At that late hour, we were unable to recheck the new prices and obtain all the explanations for the differences.

Thus we decided that, rather than embarrassing both your firm and ours by submitting a tender completely out of line with your budget figures, we would not tender an obviously unacceptable price - especially without further internal checking. Also, we did anticipate that some of our competitors might be tendering on an alternate system at a price close to your budget provision.

We assure you that we are ready to fully coöperate with you in determining whether one of our other products might satisfy your architectural needs at a price which would be acceptable to you for this project.

Yours, very truly,


V. Sucharda
Vice President, Secretary-Treasurer

VS:blw

W.L. PHILLIPS
M.E.I.C., P. ENG.
CITY ENGINEER
AND
COORDINATOR
100 D. JACKSON SQUARE



REFER TO FILE NO 7825-0001

ATTENTION OF W.L. Phillips

YOUR FILE NO

THE CORPORATION OF THE CITY OF HAMILTON

DEPARTMENT OF ENGINEERING
CITY HALL, HAMILTON
L8N 3T4

RECEIVED

SEP 11 1978

11 September 1978.

LEGAL DEPARTMENT
CITY CORPORATION OF
THE CITY OF HAMILTON

Mr. Chairman and Members,
Board of Control.

Re: Central Library & Farmers Market

Members of the Board:

*Should be
discussed*

Further to my reports dated 11 September 1978, regarding the tenders received for Contract E-78-14 (LM) Bid Package No. 13 and Contract E-78-25 (LM) Bid Package No. 15, I submit herewith, a letter dated 8 September 1978 from Mr. A. Butler in which he recommends two contracts be awarded to the lowest bidders in the full amount and that credits be negotiated and change orders issued.

Also, submitted herewith, is a statement that outlines the status of this project at this time. This statement shows that to date, including Bid Packages No. 13 and 14, as tendered and allowing for the suggested credits, the tenders total \$ 8,574,954.05 whereas the allowance in the approved budget was \$ 7,591,000.00. Therefore, on this basis this project is \$ 983,954.05 over budget.

City Council has authorized an additional \$ 750,000.00 based on previous tenders received. Therefore, an additional \$ 233,954.05 (say \$234,000.00) would be required, on the assumption that all the remaining bid packages will be within the approved budget. Of course, at this point in time we have no assurance that this will be the situation. In fact, based on tenders received to date, it would appear that future tenders will be higher than budget. I have requested a report from the Architect on all the remaining bid packages but this report has not been received.

Because of the uncertainty respecting Bid Package No. 14 and because of the high cost of these bid packages (No. 13 & 15), I would suggest to your Board that we move slowly on this project until all the information is available for consideration. I fully appreciate that this project must continue expeditiously and that there is a sixty (60) day limit on the acceptance of these tenders. However, I feel that it is imperative that all the information must be available before any further contracts are awarded.

Mr. Chairman and Members,
Board of Control.
Cont'd.

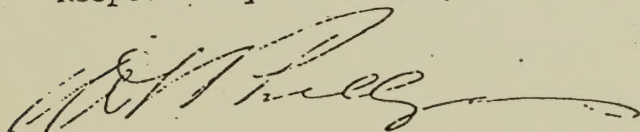
RECOMMENDATION

I recommend that your Board not consider the awarding of contracts for Bid Packages No.13 and 15, for one week and that the Architect be directed to prepare a report outlining the following:-

- (1) The alternate exterior wall system to be used on this building and a detailed estimated cost.
- (2) A report on the various items that are presently under review and an estimate of the cost of any savings relative to these items.
- (3) A complete review of all of the remaining bid packages. This report to include in detail any changes that have been made to these packages and any changes in the cost of these packages (both increases and decreases).

In addition, I would recommend that this report should be available for review by the staff on 14 September 1978 and considered by your Board on Monday, 18 September 1978. Based on this schedule the awarding of these contracts could be considered by City Council at its meeting to be held on the 26th September 1978.

Respectfully submitted,



City Engineer and
Co-ordinator, Lloyd D. Jackson Square.

WLP:ph
Attach.

c.c. Controller I. Stout,

c.c. Anthony Butler, Architect.

c.c. Mr. V. Alboini, Pigott Structures Ltd.

TABLE 2

Approved Estimate -	\$10,490,000.00	
Additional Cost Approved by City Council	\$ 750,000.00	
TOTAL -	<u>\$11,240,000.00</u>	11,240,000.00
Tenders to date -	\$ 8,574,954.05	
Future tenders & costs	\$ 2,899,000.00	
TOTAL	<u>\$11,473,954.05</u>	11,473,954.05
	Difference -	(233,954.05)

8 September 1978

Mr. W. L. Phillips
City Engineer & Co-ordinator
Lloyd D. Jackson Square
City Hall
Hamilton, Ontario

Dear Mr. Phillips:

Tenders were received at 11:00 a.m. 16 August 1978 for Bid Packages 13 and 15, Contracts E-78-14 (LM) and E-78-25 (LM) respectively. The bids received are listed as follows:

BID PACKAGE NO. 13 - BUILT-UP ROOFING AND SHEET METAL FLASHING

<u>BIDDER</u>	<u>AMOUNT OF BID</u>
Riddell Sheet Metal & Roofing Limited	\$ 209,770.00
Schreiber Brothers Limited	222,380.00
Dufferin Roofing Limited	223,350.00
Margven Roofing Limited	225,900.00
Julian Roofing (Ontario) Limited	322,000.00

BID PACKAGE NO. 15 - ALUMINUM ENTRANCES, ALUMINUM & STEEL WINDOWS, LOUVRES, SKYLIGHTS, SUNSCREENS, GLASS & GLAZING AND CAULKING

<u>BIDDER</u>	<u>AMOUNT OF BID</u>
Sentinel Aluminum Products Co. Limited	\$ 798,213.00
Canadian Pittsburg Industries	829,822.00
Clegg Glass Limited	855,843.00

Tenders had also been called for Bid Package No. 14, Insulated Metal Wall Panel Systems, however no bids were received.

The amount budgeted for Bid Package No. 13 was \$83,000.00. The amount budgeted for Bid Package No. 15 was \$458,000.00, to which must be added \$16,000.00 which was budgeted for Bid Package No. 16, which has now been incorporated into Bid Package No. 15; the total budget for Bid Package No. 15 is therefore \$474,000.00. The low bid for Bid Package No. 13 exceeds the budget by the amount of \$126,770.00 and the low bid for Bid Package No. 15 exceeds the budget by the amount of \$324,213.00. We have reviewed the reasons for the differences, and have presented proposals for credits, in other letters of today's date. Investigation of possible further savings is continuing.

...2

Table 1

CENTRAL LIBRARY AND FARMERS' MARKET

<u>Bid Package</u>	<u>Approved Estimate</u>	<u>Tender</u>	<u>Change Orders</u>	<u>Proposed Credits</u>	<u>Revised Price</u>	<u>Over (+) & Under (-)</u>
No. 1 - Excavation	210,000.00	141,201.00	(2,224.87)	--	138,976.13	71,023.87 (-)
No. 2 - Footings	238,000.00	238,542.00	3,805.92	--	242,347.92	4,347.92 (+)
No. 3 - Substructure	600,000.00	610,900.00	--	--	610,900.00	10,900.00 (+)
No. 4 - Conduit System	10,000.00	7,498.00	--	--	7,498.00	2,502.00 (-)
No. 5 - Mechanical	2,292,000.00	2,535,000.00	--	43,460.00	2,491,540.00	199,540.00 (+)
No. 6 - Electrical	1,150,000.00	1,345,667.00	--	59,000.00	1,286,667.00	136,667.00 (+)
No. 7 - Elevators	434,000.00	450,315.00	--	27,500.00	422,815.00	11,185.00 (-)
No. 9 - Superstructure	2,092,000.00	2,455,000.00	--	--	2,455,000.00	355,000.00 (+)
No.11 - Structural Steel	8,000.00					
No.13 - Roofing	115,000.00	209,770.00	--	12,635.00	197,135.00	82,135.00 (+)
No.15 - Aluminum Windows	426,000.00	798,213.00	--	76,138.00	722,075.00	280,075.00 (+)
No.16 - Doors	16,000.00					
Sub-Total	7,591,000.00	8,792,106.00	1,581.05	218,733.00	8,574,954.05	983,954.05 (+)
No. 8, 10, 12, 14 and 17-40, inclusive	\$2,069,008.00					
Management Fee	378,620.00					
Site Work	200,000.00					
Testing	12,000.00					
Security	54,000.00					
Miscellaneous	185,370.00					
TOTAL	\$10,489,998.00 (Say \$10,490,000.00)					

Page 2
September 1978

In the meantime, we recommend that contracts for these bid packages should be awarded to the low bidder in each case, on the understanding that credits to each contract will be negotiated and the contract value will be subsequently reduced by change orders.

Yours very truly,

Anthony Butler

Anthony Butler

AB/gl

cc Mr. P. Brook
Mr. V. Alboini

It is the intention of the Government to purchase the land for the purpose of establishing a national park. The land is situated in the State of California, and is of great value to the people of the State. The Government has decided to purchase the land, and it is now the duty of the people to support the Government in this endeavor.

Very truly,
Your obedient servant,

John F. Johnson

Secretary of the Interior

Washington, D. C.
March 11, 1891

W. L. PHILLIPS
O.A.S.C. M.E.I.C. P. ENG.
CITY ENGINEER
AND
COORDINATOR
LLOYD D. JACKSON SQUARE



REFER TO FILE NO 7814-0001

ATTENTION OF W. L. Phillips

YOUR FILE NO

THE CORPORATION OF THE CITY OF HAMILTON

DEPARTMENT OF ENGINEERING
CITY HALL, HAMILTON
L8N 3T4

11 September 1978

Mr. Chairman and Members,
Board of Control.

Re: Central Library and Farmers' Market -
Contract E-78-14(LM) - Bid Package No. 13

Members of the Board:

On 16 August 1978, the following bids were received for this contract:-

Riddell Sheet Metal & Roofing Ltd.....	\$209,770.00
Schreiber Brothers Ltd.....	222,380.00
Dufferin Roofing Ltd.....	223,350.00
Margven Roofing Ltd.....	225,900.00
Julian Roofing Ontario Ltd.....	322,000.00

The lowest tender was \$209,770.00 whereas the budget estimate was \$83,000.00. This leaves this tender some \$126,770.00 above the estimate.

For the information of your Board, I submit, herewith, a copy of a letter, dated 17 August 1978, from Pigott Structures Ltd. to Mr. A. Butler in which they indicate reasons why this tender is so high. I also attach, herewith, a letter, dated 7 September 1978, from Mr. Butler outlining his review of the lowest tender received. Substantially these two reports are in general agreement with each other.

Referring to Mr. Butler's letter, dated 7 September, 1978, I wish to make the following comments:-

- (1) The Plastic skydomes were originally included in Bid Package No. 15. The original estimate of cost was \$32,000.00. The price in the lowest tender for this item was \$66,000.00.
- (2) The roof area increased because of the reduction in the area of the skydomes. It is interesting that the reduction of the area of skydomes is not

Continued....

The Commission on the Law of the Sea

Report of the Commission on the Law of the Sea



THE COMMISSION ON THE LAW OF THE SEA
REPORT OF THE COMMISSION ON THE LAW OF THE SEA

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REPORT OF THE COMMISSION ON THE LAW OF THE SEA

(2) Continued.....

reflected in the Item (1) above. The increased cost of the roof area is \$34,000.00

(3) The change in the roofing specifications and roof runway amounts to \$26,000.00.

(4) Roof Flashing and vent pipe flashing amounts to \$13,000.00

The above items indicate a total extra cost over the allowance in the budget of \$139,000.00 whereas the tender was only \$126,770.00 over the estimate.

The above noted changes from the original budget to the tender documents were never pointed out to the City at the time tenders were called or at any time except through the investigation of these tenders.

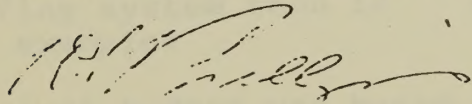
In a further letter, dated 7 September 1978, from Mr. Butler, he outlines four (4) suggested changes which would amount to a credit of \$12,635.00. He also states that he is investigating the possibility of a change in the skydomes.

If the above-mentioned credit of \$12,635.00 is accepted this would reduce the lowest tender to \$197,135.00.

The above-mentioned changes were never pointed out to the City prior to the tender call nor were we advised that some of these items were not included in the approved budget.

I return, herewith, the original tenders received.

Respectfully submitted,



City Engineer and
Co-ordinator, Lloyd D. Jackson Square.

WLP:jfb

Encl.

c. c. Controller I. Stout

c. c. Mr. Anthony Butler, Architect

c. c. Mr. V. Alboini, Pigott Structures Ltd.

The above is a copy of the letter from the
Director of the Bureau of the Census to the
Director of the Bureau of the Interior.

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Director of the Bureau of the Census to the
Director of the Bureau of the Interior.

Very truly yours,

W. A. Rorer

Director, Bureau of the Census

cc -

cc -

cc -

cc -

cc -

7 September 1978

Mr. W. L. Phillips
City Engineer & Co-ordinator
Lloyd D. Jackson Square
City Hall
Hamilton, Ontario

Dear Mr. Phillips:

Re: Contract No E-78-14 (LM): Bid Package No. 13
Built-Up Roofing and Sheet Metal Flashing

The budget for this bid package was established as \$83,000.00.
As you know, the lowest bid received when tenders closed on
16 August 1978, was for \$209,770.00.

In response to your request, we have carefully reviewed this
bid package with the Construction Manager and the low bidder,
Riddell Sheet Metal and Roofing Limited, to determine the reasons
for the difference between the budget figure and the low bid.
The following points are noted:

1. Plastic skydomes, which were originally included in the budget
for bid package no. 15, were transferred to this bid package
without a corresponding increase in the budgeted amount.
2. The area to be roofed has increased, due to a reduction in the
amount of roof area indicated on the design drawings to be ^{37.00'}
covered by skydomes.
3. The original budget estimate was based on a lower quality of
roofing system than is appropriate for a building of this type,
for example:

Original budget was based upon the use of styrofoam insulation;
specifications call for Fiberglas with taped joints.

The original budget made no allowance for roof walkways or
vapour barrier.

The original budget was based upon a single pour of gravel;
the specifications call for a double pour.
4. The specifications provide an allowance for flashing up to 60
vent pipes (the City will pay for flashing only those vent
pipes actually installed).

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5. The rate of increase in material costs has doubled since the time at which the original budget was prepared in October last year (the rate of increase was 4-5% every six months, it is now 8-10% every six months).
6. The original budget was prepared on the basis of work under this bid package commencing in October 1978; work is now scheduled to begin in May 1979. Labour and material costs will therefore be appreciably higher.
7. The cost of a Performance Bond was not included in the original budget.

Yours very truly,

Anthony Butler

Anthony Butler

AB/gl

cc Mr. P. Brook
Mr. V. Alboini

*over 150% x Clear ...
Estimate very out 150%
Begins
Try to come that 150%
but it simply does not
✓ Roofing Materials
- 2.7 million LPOOR
- 2 tons of product.*

Regular

THE STATE OF NEW YORK
IN SENATE
JANUARY 10, 1894.

REPORT
OF THE
COMMISSIONER OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE
MAY 1, 1893.

ALBANY:
J. B. LEECH, STATE PRINTER,
1894.

ALBANY:
J. B. LEECH, STATE PRINTER,
1894.

7 September 1978

Mr. W. L. Phillips
City Engineer & Coordinator
Lloyd D. Jackson Square
City Hall
Hamilton, Ontario

Dear Mr. Phillips:

Re: Contract No. E-78-14 (LM): Bid Package No. 13
Built-Up Roofing and Sheet Metal Flashing

We have carefully reviewed the contract documents for this bid package with the Construction Manager and the low bidder, Riddell Sheet Metal and Roofing Limited, to determine what adjustments can be made in the specified methods or materials, without reducing the quality of installation required for this project. The following items are proposed:

CREDITS

- | | |
|--|-------------|
| 1. Replace the specified 2 ply felt and asphalt vapour varrier on concrete decks with a 1 ply permstop vapour barrier | \$ 3,180.00 |
| 2. Change all flashings from specified materials to .040 utility aluminum, using 1 or 2 piece construction where practical | 9,050.00 |
| 3. Delete roof to connection to Stair No. 1, 5th floor | 205.00 |
| 4. Delete roof to Corridor 420 | 200.00 |

The total credit for the above items is \$12,635.00.

In addition, we are investigating the possibility of a change in the construction method of skydomes, and a reduction in their number. A further credit to this contract will result from these changes.

Yours very truly,

Anthony Butler

Anthony Butler

c.c. P. Brook
V. Alboini

PIGOTT STRUCTURES COMPANY LIMITED
ENGINEERS AND CONTRACTORS
P O BOX 309
HAMILTON, CANADA L8N 3G7

August ¹⁷ 16, 1978

Anthony Butler, Architect
11 Dundurn Street North
Hamilton, Ontario
L8R 3C8

Attention: Mr. J. Mills, M.A.A.T.D.

Dear Sir

Re: 515 - Hamilton Central Library
and Farmer's Market

Tender opening yesterday with B.P. #13 roofing, 14 s/s. panels and 15 Aluminum Windows revealed we've got another problem, namely:

1) B.P. #14 - Stainless Steel Panels

No tender received and the problem - work of these items subject to redesign using different materials and retendering. This should be done as soon as possible.

2) B.P. #13 - Roofing and Sheet Metal
B.P. #15 - Aluminum Windows

Lowest tender for both was in excess of the budget price allowance. To identify factors we held discussions yesterday with successful bidders. From the attached separate for each B.P. explanation for cost overrun are due to items of work added as below:

a) B.P. #13 Roofing and Sheet Metal

Budget price	\$ 83,000.00
Low Bidder - Riddell	<u>209,770.00</u>
Difference cost overrun	\$126,770.00

Re: attached value of work added \$139,000.00.

Cont'd....

Anthony Butler, Architect
Attention: Mr. J. Mills, M.A.A.T.D.
Page 2
August 16, 1978

b) B.P. #15 - Aluminum Windows, Skylights etc.

Budget price - Alum. Windows	⁴⁵⁸ \$456,000.00
- s/s. Doors	16,000.00
Total Budget	\$474,000.00
Low Bidder - Sentinel	798,213.00
Difference cost overrun	\$324,213.00

Re: attached value of work added

Items 1 to 8 inclusive \$247,260.00
Item #9 cost comparison had not been worked out.
Mr. L. Banatti with whom I held discussion said
he needed more time to recheck and promised to
confirm exact cost for items 1 to 9 inclusive.

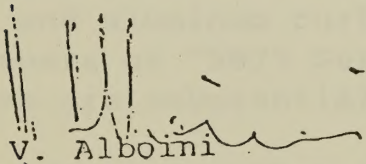
Copy of Sentinel letter of August 16, 1978 is enclosed.

We have requested representatives of B.P. #13 and #15
to examine drawings and specifications and to submit
recommendations for potential savings for your approval.

Lastly, regarding B.P. #15 Aluminum Windows a meeting
has been arranged for today at 1:30 p.m. in your office-
possible savings will be discussed at that time.

Yours very truly

PIGOTT STRUCTURES COMPANY LIMITED


V. Alboini
Project Manager

Enclosure
VA:jm

cc Mr. V. C. Catchick, P. Eng.
Mr. J. Begley, P. Eng.

~~CONFIDENTIAL~~

Aluminum products co. limited

railside rd. don mills - ontario - canada - M3A 1A8
phone (416) 444-5201

August 16, 1978.

ott Structures Co. Limited,
O. Box 309,
Hamilton, Ontario.

Attention: Mr. V. Alboini.

Gentlemen:

Re: Hamilton Library & Farmer's Market.

We have listed below additional items and our explanation of
costs over and above the original budget pricing given you for
Aluminum Windows, Skylights, etc., for the above project as follows:

Additional items - not included in original budget pricing.

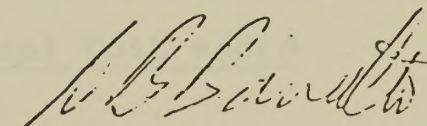
Custom Entrance framing and door frames-----	\$36,000.00
Skylights-----	60,000.00
Sunscreens-----	80,000.00
Louvres-----	20,000.00
Aluminum Panel-----	34,000.00
Performance Bond-----	4,000.00
Spare Sealed Units-----	6,000.00
	<u>\$240,000.00</u>

In original budget figure all typical aluminum framing was
estimated as standard "3875 Series". No allowance was made for either
custom steel and aluminum curtain wall framing at ground floor and
mechanical towers or "5875 Series" two-storey curtain wall. Both
these items are substantially more expensive than "3875 Series".

Also the final details of perimeter flashings, sills and adaptors
made more complicated than the details on which the budget was
based. This involves extra costs on both material and labour.

Trusting this is the information required, we are.

Yours very truly,



L. B. Banatti.
Architectural Sales Manager.



8:30

Aluminum windows • curtain walls • entrances • sloped windows

August 16, 1978

B.P. #13 - Roofing & Sheet Metal

Budget	\$ 83,000.00
Tender Riddell	\$209,770.00
Difference Excess Cost	\$126,770.00

Changes to Budget Price

- 1) Plastic Skydomes - 34/No. Double
 17/No. Single
 Total - 51/No..... \$ 66,000.00/Ex.
 - 2) Roof Area Increases
 Original Budget - 37,900/s.f.
 Now - 46,500/s.f..... \$ 34,000.00/Ex.
 - 3) Roofing - Budget - 2" Roof Mate insulation
 and 4-ply.
 Now - 2/ply felt vapour barrier
 2" Fibreglass insulation
 All joints taped
 4" ply felt double pour
 Cost Added \$ 16,000.00/Ex.
 - 4) Roof Runway
 ½" thick roof tread, W. R. Meadows
 Precast slabs 2½" thick, 3'-0" wide \$ 10,000.00/Ex.
 - 5) Roof Flashing
 Design more custom - larger girts \$ 10,000.00/Ex.
 - 6) Spares - vent pipe flashings -
 60/No. Total \$ 3,000.00/Ex.
- Total Cost Added \$139,000.00/Ex.

August 16, 1978

B.P. #15 - Aluminum Windows, Skylights, etc.

Budget Aluminum Windows -	\$458,000	
S/St. Doors	-	<u>16,000</u>
		\$474,000
Sentinel Tender		<u>\$798,213</u>
Difference Excess Cost		\$324,213

Changes to Budget Price (Not included in original budget)

- 1) Entrance framing completely revised.
Sloped head and glazing
Special Design \$ 36,000.00/Ex.
- 2) Skylights - 3/large - \$ 60,000.00 *57,800*
Budget - 37,240.00 *37,240* *20,640 -*
22,100, 20,640 \$ ~~27,260.00~~/Ex.
- 3) Sun Screens - (Not in Budget) \$ 80,000.00/Ex.
- 4) Louvres - 800/s.f. (Not in Budget)..... \$ 20,000.00/Ex.
- 5) Aluminum panels - 3000/s.f. (Not in Budget) *18,000 -*
\$ ~~34,000.00~~/Ex.
- 6) Performance Bond \$ 4,000.00/Ex.
- 7) Spares - 3 additional sealed units ea. size,
25 different sizes approximately,
Total 72 extra units approximately \$ 6,000.00/Ex.
- 8) Specified 5875 curtain wall aluminum and steel
ground floor - Steel curtain wall around market
area, steel curtain wall mechanical tower.

Areas included in budget, but design much more
custom.
Mr. Banatti - Cost comparison not ready could be .. \$ 40,000.00/Ex.
- 9) Adapter frames interfaced with S/S panels originally
figured small aluminum angle.
Now - Heavy aluminum extrusion, cost comparison
not ready \$?
- Total Cost added less - #9 \$247,260.00

\$224,640

W.L. PHILLIPS
B.A. (C), M.E.I.C., P. ENG.,
CITY ENGINEER
AND
COORDINATOR
1100 D. JACKSON SQUARE



REFER TO FILE NO. 7825-0001

ATTENTION OF W.L. Phillips

YOUR FILE NO.

THE CORPORATION OF THE CITY OF HAMILTON

DEPARTMENT OF ENGINEERING
CITY HALL, HAMILTON
L8N 3T4

RECEIVED

11 September 1978.

SEP 11 1978

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

Mr. Chairman and Members,
Board of Control.

Re: Central Library and Farmers' Market
Contract E-78-25 (LM) - Bid Package No. 15

Members of the Board:

Tenders were received for this contract on 16 August 1978
and the following tenders were received:-

Sentinel Aluminum Products Co. Ltd.	\$798,213.00
Canadian Pittsburg Industries	\$829,822.00
Clegg Glass Limited	\$855,843.00

I submit, herewith, a copy of a letter, dated 8 September
1978 from Mr. A. Butler and a copy of a letter, dated
17 August 1978, from Pigott Structures Ltd. to Mr. A. Butler.
These letters outline their analysis of the bids and reasons
for the higher cost in the tenders received.

For the information of your Board, the original approved
budget included a sum of \$458,000.00 for this bid package.

Referring to Mr. Butler's letter, I would make the following
comments:-

- (1) Louvres were not in original budget. This amounts to ✓
a cost of \$20,000.00.
- (2) The cost of sunscreens is \$80,000.00. This item was
included in the original concept plans but the cost ✗
was not included in the approved budget.

Cont'd.....

Mr. Chairman and Members,
Board of Control
Cont'd.....

- ✓ (3) The entrance doors have been revised since the project commenced. This item amounts to \$36,000.00. The Architect has not been able to identify the allowance carried in the approved budget.
- ✓ (4) This item was not in the approved budget. This amounts to \$4,900.00.
- ✓ (5) No allowance in the approved budget for space double glazed window units. The cost is \$6,000.00.
- ✓ (6) The Architect states that the Building Department has ruled that steel frames are required in the curtain wall on the east elevation of the Market and on the south elevation of the mechanical tower. In addition, the Construction Manager advises that the curtain wall was specified as the "5875 Series" whereas an allowance in the budget was for "3875 Series".

These changes have not been accurately priced but would be approximately \$40,000.00.

- (7) Low bidder has included \$10,000.00 in their tender for the liquidated damages clause. This appears to be a somewhat high cost.
- (8) No amount has been suggested for the increased cost of materials.
- (9) No amount has been suggested for the increased labour cost.
- ✓ (10) The cost of the Performance Bond is \$4,000.00.

The above items represent a total of \$200,900.00 where the costs have been identified.

In addition, Pigott Structures Ltd. have identified the following items that were not included in Mr. Butler's report:-

- 1) Additional cost of skylights \$20,640.00 X
- 2) Additional cost due to a change from
glass to aluminum panels \$18,000.00 ✓
- Total \$38,640.00

Cont'd.....

Mr. Chairman and Members,
Board of Control
Cont'd.....

Therefore, the total of all items not covered in the approved budget is \$239,540.00.

As stated above the allowance for this bid package in the approved budget was \$458,000.00. However, due to the transfer of the skydomes from this bid package to Bid Package No. 13, an amount of \$32,000.00 should be deducted from the \$458,000.00, leaving a balance of \$426,000.00 for this work. In addition, Bid Package No. 16 (Estimated at \$16,000.00) has been included in this bid package. Therefore for comparison purposes, the estimated cost for the work in this bid package should be \$442,000.00.

In a further letter, dated 8 September 1978, Mr. Butler advises that the low bidder is prepared to reduce his bid by \$39,966.00 if the changes outlined in his letter, dated 7 September 1978 are accepted. In addition, Mr. Butler outlines seven (7) additional items that could be considered for credits in the amount of \$37,172.00. However, the item in the amount of \$10,000.00 deleting the liquidated damages clause is unacceptable. Therefore, Mr. Butler recommends that an additional \$36,172.00 could be deleted from this contract. This would make a total reduction of \$76,138.00.

Therefore, in summary, the following pertains to this tender:-

Original tender	\$798,213.00
Credits	<u>76,138.00</u>
Revised tender	\$722,075.00
Amount in budget	<u>442,000.00</u>
Amount over budget	\$280,075.00

As noted above, the Architect and the Construction Manager have identified increased cost in the amount of \$239,540.00. This leaves an amount of \$40,535.00 unexplained other than increased cost of labour and materials due to delays. In my opinion, the delays that have been experienced in this project could account for this increase.

Regarding the suggested deletions, I would like to make the following comments:-

Cont;d.....

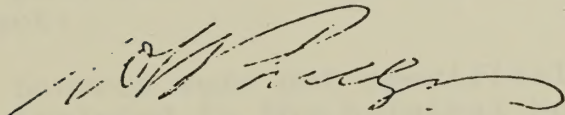
Mr. Chairman and Members
Board of Control
Cont'd.....

- (1) To change the skylights from double to single glazing for a credit of \$7,692.00 may adversely affect the heating and cooling of the building over many years. It is questionable as to whether this deletion should be made.
- (2) The deletion of items 5 and 6 may affect other bid packages. The changes to any other bid packages have not been identified at this time.

These changes that have been made by the Architect to this bid package were not pointed out to the City at any time before the tender was called nor were we advised that some items were not included in the approved budget. In Mr. Butler's letter he states that the area of skylights has been reduced but this is not reflected in the tender as the Construction Manager has pointed out that the cost of skylight has seriously increased.

I return, herewith, the original tenders received.

Respectfully submitted,



City Engineer and
Co-ordinator, Lloyd D. Jackson Square.

WLP:js
Attach.

c.c.:--Controller I. Stout
c.c.:--Anthony Butler, Architect
c.c.:--Mr. V. Alboini, Pigott Structures Ltd.

8 September 1978

Mr. W. L. Phillips
City Engineer & Co-ordinator
Lloyd D. Jackson Square
City Hall
Hamilton, Ontario

Dear Mr. Phillips:

Re: Contract No. E-78-25 (LM): Bid Package No. 15
Aluminum Entrances, Windows, Skylights, etc.

The budget for this bid package, including bid package no. 16 which is now incorporated with it, was established as \$474,000.00. As you know, the lowest bid received when tenders closed on 16 August 1978, was for \$798,213.00.

In response to your request, we have carefully reviewed this bid package with the Construction Manager and the low bidder, Sentinel Aluminum Products Co. Limited, to determine the reasons for the difference between the budget figure and the low bid. The following items were either included in budgets for other bid packages or were not specifically identified in the original budget:

- ✓ 1. Louvres were not specifically identified as having been included in the original budget but are an essential component of the building.
- ✓ 2. The cost of sunscreens was omitted from the budget prepared for the Construction Manager by Sentinel, who were providing budgeting assistance at that time.
- ✓ 3. At the time of preparation of the original budget, the detailed requirements for all entrance doors were not available.
- ✓ 4. Two connecting corridors (no. 420, and a connection to stair no. 1 at 5th floor) were not indicated in the original design.
- ✓ 5. The specifications required provision of spare double glazed window units.

...2

6. After considerable discussion, the City Building Department decided that steel frames were required to the windows on the east elevation of the Market and the south elevation of the mechanical tower.
7. The low bidder has included \$10,000.00 in their tender, in relation to the liquidated damages clause of the General Conditions.
8. Material costs have increased at a greater rate than originally expected.
9. The original budget was prepared on the basis of work under this bid package commencing in Oct. 1978; work is now scheduled to begin in the spring of 1979. Labour and material costs will therefore be appreciably higher.
10. The cost of a Performance Bond was not included in the original budget.

We have found no major changes from the original design which would contribute to an increase in the cost for this bid package. Although there have been changes in the form of the skylights, the total area has been considerably reduced from that shown on the original design.

Yours very truly,

Anthony Butler

Anthony Butler

AB/gl

cc Mr. P. Brook
Mr. V. Alboini

8 September 1978

Mr. W. L. Phillips
City Engineer & Co-ordinator
Lloyd D. Jackson Square
City Hall
Hamilton, Ontario

Dear Mr. Phillips:

Re: Contract No. E-78-25 (LM): Bid Package No. 15
Aluminum Entrances, Windows, Skylights, etc.

We have carefully reviewed the contract documents for this bid package with the Construction Manager and the low bidder, Sentinel Aluminum Products Co. Limited, to determine what adjustments can be made in the specified methods or materials, without reducing the quality of installation required for this project.

The attached letter from Sentinel, dated 7 September 1978, indicates reduction in the base price for the work from their original quotation of \$798,213.00 to \$758,247.00, or a total credit of \$39,966.00. The letter describes the changes which are incorporated in this credit, which in our opinion would not adversely affect the quality of the work.

	<u>CREDITS</u>
In addition, further reductions can be achieved as follows:	
1. Change skylight glazing from double to single glazing.	\$ 7,692.00
2. Delete penalty clause.	\$10,000.00
3. Delete spare sealed glazing units.	\$ 6,000.00
4. Delete aluminum sills at concrete walls.	\$11,948.00
5. Delete enclosure to corridor no. 420.	\$ 3,570.00
6. Delete corridor enclosure at stair no. 1, 5th floor.	\$ 1,322.00
7. Delete baked enamel finish to steel window frames.	\$ 5,640.00

We recommend the acceptance of all the above items except no. 2, for a total credit of \$36,172.00. When this is added to the reduction in the base bid noted above, a total credit of \$76,138.00 can be achieved.

Yours very truly,

Anthony Butler
Anthony Butler
AB/ql

cc Mr. P. Brook
Mr. V. Alboini

Hamilton

aluminum products co. limited

300 railside rd. don mills - ontario - canada - M3A 1A8
telephone (416) 444-5201

September 7, 1978.

Brook, Carruthers, Shaw Architects,
200 Adelaide Street, West,
Toronto, Ontario.
M5H 1W7

Attention: Mr. Phil Brook.

Dear Sir:

RECEIVED											
SEP 7 1978											
BROOK CARRUTHERS SHAW ARCHITECTS											
16	15	14	13	12	11	10	9	8	7	6	5
FEE											

Re: Hamilton Library & Farmers Market.

We are pleased to submit our revised base bid quotation for the above project of \$758,247.00.

In order to achieve cost savings, we have taken into account the following items.

- Simplified spandrel and perimeter connection details.
- Revise aluminum panels to "Alucobond" sheet.
- Sunscreen framing revised to mill finish and anchor system modified.
- Delete Aluminum reveal trim at sill and jambs.
- Delete aluminum drip sill as per detail 19/4-1 and as added by addenda to detail 10/4-1.
- Delayed schedule allows for installation during more productive weather conditions.

The amount included in the revised quotation for sunscreens is \$75,334.00

We also submit the following additional cost savings for your consideration.

1. Revise all skylights to single glazing with $\frac{1}{4}$ " Georgian polished wired glass-----Credit--\$7,692.00.
2. Delete penalty clause-----Dredit--10,000.00.

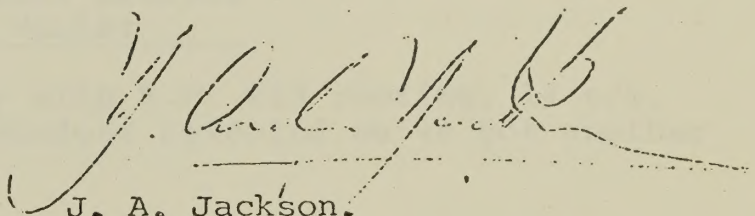
Continued.....2.....

Architectural aluminum windows & curtain walls & storefronts & glass walls

3. Delete spare sealed units-----Credit--\$ 6,000.00
- Delete baked enamel finish to steel frames-----Credit--\$ 5,640.00
- Delete remaining aluminum sills ref. detail 9/4-1---Credit--\$11,948.00
6. Delete framing at corridor 420-----Credit--\$ 3,570.00
7. Delete framing at corridor to stair #1 -5th level---Credit--\$ 1,322.00

Trusting you find the above information in order, we remain.

Yours very truly,



J. A. Jackson.

Architectural Sales Representative.

JAJ:go
c/
Mr. Vince Alboini,
Pigott Structures Co. Ltd.,
P. O. Box 309,
Hamilton, Ontario.

PIGOTT STRUCTURES COMPANY LIMITED
ENGINEERS AND CONTRACTORS
P.O. BOX 309
HAMILTON, CANADA L8N 3G7

August ¹⁷16, 1978

Anthony Butler, Architect
11 Dundurn Street North
Hamilton, Ontario
L8R 3C8

Attention: Mr. J. Mills, M.A.A.T.D.

Dear Sir

Re: 515 - Hamilton Central Library
and Farmer's Market

Tender opening yesterday with B.P. #13 roofing, 14 s/s. panels and 15 Aluminum Windows revealed we've got another problem, namely:

1) B.P. #14 - Stainless Steel Panels

No tender received and the problem - work of these items subject to redesign using different materials and retendering. This should be done as soon as possible.

2) B.P. #13 - Roofing and Sheet Metal
B.P. #15 - Aluminum Windows

Lowest tender for both was in excess of the budget price allowance. To identify factors we held discussions yesterday with successful bidders. From the attached separate for each B.P. explanation for cost overrun are due to items of work added as below:

a) B.P. #13 Roofing and Sheet Metal

Budget price	\$ 83,000.00
Low Bidder - Riddell	<u>209,770.00</u>
Difference cost overrun	\$126,770.00

Re: attached value of work added \$139,000.00.

Cont'd....

Anthony Butler, Architect
Attention: Mr. J. Mills, M.A.A.T.D.
Page 2
August 16, 1978

b) B.P. #15 - Aluminum Windows, Skylights etc.

Budget price - Alum. Windows	⁴⁵⁸ \$456,000.00
- s/s. Doors	<u>16,000.00</u>
Total Budget	\$474,000.00
Low Bidder - Sentinel	<u>798,213.00</u>
Difference cost overrun	\$324,213.00

Re: attached value of work added

Items 1 to 8 inclusive \$247,260.00
Item #9 cost comparison had not been worked out.
Mr. L. Banatti with whom I held discussion said
he needed more time to recheck and promised to
confirm exact cost for items 1 to 9 inclusive.

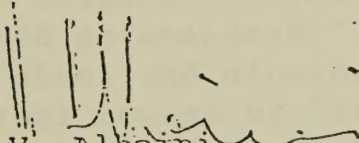
Copy of Sentinel letter of August 16, 1978 is enclosed.

We have requested representatives of B.P. #13 and #15
to examine drawings and specifications and to submit
recommendations for potential savings for your approval.

Lastly, regarding B.P. #15 Aluminum Windows a meeting
has been arranged for today at 1:30 p.m. in your office-
possible savings will be discussed at that time.

Yours very truly

PIGOTT STRUCTURES COMPANY LIMITED


V. Alboini
Project Manager

Enclosure
VA:jm

cc Mr. V. C. Catchick, P. Eng.
Mr. J. Begley, P. Eng.

ALUMINUM

aluminum products co. limited

2 railside rd. don mills - ontario - canada - M3A 1A8

telephone (416) 444-5201

August 16, 1978.

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AUG 17 1978
PIGOTT CONSTRUCTION LIMITED
HAMILTON

VA.

Pigott Structures Co. Limited,
P.O. Box 309,
Hamilton, Ontario.

Attention: Mr. V. Alboini.

Gentlemen:

Re: Hamilton Library & Farmer's Market.

We have listed below additional items and our explanation of costs over and above the original budget pricing given you for Aluminum Windows, Skylights, etc., for the above project as follows:

Additional items - not included in original budget pricing.

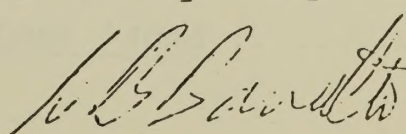
Custom Entrance framing and door frames-----	\$36,000.00
Skylights-----	60,000.00
Sunscreens-----	80,000.00
Louvres-----	20,000.00
Aluminum Panel-----	34,000.00
Performance Bond-----	4,000.00
Spare Sealed Units-----	6,000.00
	<u>\$240,000.00</u>

In original budget figure all typical aluminum framing was estimated as standard "3875 Series". No allowance was made for either custom steel and aluminum curtain wall framing at ground floor and mechanical towers or "5875 Series" two-storey curtain wall. Both of these items are substantially more expensive than "3875 Series".

Also the final details of perimeter flashings, sills and adaptors are made more complicated than the details on which the budget was based. This involves extra costs on both material and labour.

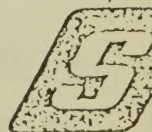
Trusting this is the information required, we are.

Yours very truly,



L. B. Banatti.
Architectural Sales Manager.

LBB:go



Architectural aluminum windows • curtain walls • entrances • sloped windows

August 16, 1978

B.P. #13 - Roofing & Sheet Metal

Budget \$ 83,000.00
Tender Riddell \$209,770.00
Difference Excess Cost \$126,770.00

Changes to Budget Price

- 1) Plastic Skydomes - 34/No. Double
 17/No. Single.
Total - 51/No..... \$ 66,000.00/Ex.
 - 2) Roof Area Increases
Original Budget - 37,900/s.f.
Now - 46,500/s.f..... \$ 34,000.00/Ex.
 - 3) Roofing - Budget - 2" Roof Mate insulation
 and 4-ply.
Now - 2/ply felt vapour barrier
 2" Fibreglass insulation
 All joints taped
 4" ply felt double pour
Cost Added \$ 16,000.00/Ex.
 - 4) Roof Runway
 ½" thick roof tread, W. R. Meadows
 Precast slabs 2½" thick, 3'-0" wide \$ 10,000.00/Ex.
 - 5) Roof Flashing
 Design more custom - larger girts \$ 10,000.00/Ex.
 - 6) Spares - vent pipe flashings -
 60/No. Total \$ 3,000.00/Ex.
- Total Cost Added \$139,000.00/Ex.

August 16, 1978

B.P. #15 - Aluminum Windows, Skylights, etc.

Budget Aluminum Windows -	\$458,000	
S/St. Doors	-	<u>16,000</u>
		\$474,000
Sentinel Tender		<u>\$798,213</u>
Difference Excess Cost		\$324,213

Changes to Budget Price (Not included in original budget)

- 1) Entrance framing completely revised.
Sloped head and glazing
Special Design \$ 36,000.00/Ex.
- 2) Skylights - 3/large - \$ 60,000.00 *57,800*
Budget - 37,240.00 *37,240* *20,640*
22,100, 20,640 \$ ~~27,260.00~~/Ex.
- 3) Sun Screens - (Not in Budget) \$ 80,000.00/Ex.
- 4) Louvres - 800/s.f. (Not in Budget) \$ 20,000.00/Ex.
- 5) Aluminum panels - 3000/s.f. (Not in Budget) *18,000*
\$ ~~34,000.00~~/Ex.
- 6) Performance Bond \$ 4,000.00/Ex.
- 7) Spares - 3 additional sealed units ea. size,
25 different sizes approximately,
Total 72 extra units approximately \$ 6,000.00/Ex.
- 8) Specified 5875 curtain wall aluminum and steel
ground floor - Steel curtain wall around market
area, steel curtain wall mechanical tower.

Areas included in budget, but design much more
custom.
Mr. Banatti - Cost comparison not ready could be .. \$ 40,000.00/Ex.
- 9) Adapter frames interfaced with S/S panels originally
figured small aluminum angle.
Now - Heavy aluminum extrusion, cost comparison
not ready \$?

Total Cost added less - #9 \$247,260.00

\$224,640

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